

**Northwest Florida Water Management District
Governing Board Meeting Minutes
Wednesday, January 14, 2026
81 Water Management Drive
Havana, FL 32333**

1. Opening Ceremonies

Called to order at 1:02 p.m.

Savannah Shell called the roll and a quorum was declared present.

Present: George Roberts, Chair; Jerry Pate, Vice Chair; John Alter; Gus Andrews; Ted Everett; Tom Morgan; Kellie Ralston; Anna Upton

Absent: Nick Patronis, Secretary-Treasurer

2. Special Thanks and Recognition

Andrew Joslyn introduced Tom Morgan as our newest Governing Board Member. Mr. Morgan was appointed by Governor Ron DeSantis on November 21, 2025.

3. Public Comment

None.

4. Changes to the Agenda

None.

5. Consideration of the following Items Collectively by Consent:

MOTIONED BY ANNA UPTON, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD APPROVE ITEMS A AND B IN THE CONSENT AGENDA CONTINGENT UPON LEGAL REVIEW AND OTHER ACTIONS AS REQUIRED BY FLORIDA STATUTES. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

A. Approval of the Minutes for December 10, 2025

Approve the Minutes for December 10, 2025, Governing Board meeting.

B. Approval of the Financial Reports for the Month of November 2025

Approve the Financial Reports for the Month of November 2025.

6. Consideration of Consultant Selections and Agreements for RFP 26-002 Hydrodynamic Modeling of St. Joseph Bay, Gulf County, Florida

MOTIONED BY ANNA UPTON, SECONDED BY TED EVERETT, THAT THE GOVERNING BOARD APPROVE THE SELECTION COMMITTEE'S RESULTS PROVIDED IN TABLE 1 AND AUTHORIZE THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE THREE HIGHEST-RANKED FIRMS, PENDING LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

Table 1 - Consultant Selection Scores- RFP 26-002

Firm	Total Score	Avg. Score
AECOM Technical Services, Inc.*	246*	82*
Geosyntec Consultants, Inc.*	239*	80*
Rhumblin Consultants, PLLC*	238*	79*
Cummins Cederberg, Inc.	229	76
Dynamic Solutions, LLC	226	75
Coastal Protection Engineering	225	75
Aptim Environmental & Infrastructure, LLC	223	74
Tetra Tech, Inc.	214	71
Dewberry Engineers, Inc.	212	71
Goodwyn Mills Cawood, LLC	196	65
Deltares USA, Inc.	189	63
Drummond Carpenter, PLLC	166	55
Shipwright, LLC	165	55

***Highest Ranked Firms**

7. Consideration of Proposed Draft Rule Language for the Recommended Minimum Flow for Jackson Blue Spring, Rules 40A-8.021 and 40A-8.061, F.A.C.

MOTIONED BY TED EVERETT, SECONDED BY JOHN ALTER, THAT THE GOVERNING BOARD APPROVE THE RULE LANGUAGE FOR THE JACKSON BLUE SPRING MINIMUM FLOW, RULES 40A-8.021 AND 40A-8.061, F.A.C. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

MOTIONED BY TED EVERETT, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD AUTHORIZE THE EXECUTIVE DIRECTOR TO CONTINUE AND COMPLETE THE RULEMAKING PROCESS FOR THE JACKSON BLUE SPRING MINIMUM FLOW, RULES 40A-8.021 AND 40A-8.061, F.A.C., BY SUBMITTING THE NOTICE OF PROPOSED RULE TO BOTH THE OFFICE OF FISCAL ACCOUNTABILITY AND REGULATORY REFORM AND THE JOINT ADMINISTRATIVE PROCEDURES COMMITTEE, PUBLISH THE PROPOSED RULE IN THE FLORIDA ADMINISTRATIVE REGISTER, AND SUBMIT THE RULE FOR FINAL ADOPTION TO THE SECRETARY OF STATE. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

8. Consideration of ITB 26B-001 for 2026 Perdido River Timber Sale

MOTIONED BY JOHN ALTER, SECONDED BY KELLIE RALSTON, THAT THE GOVERNING BOARD AWARD THE 2026 PERDIDO RIVER TIMBER SALE TO B&C WOOD, LLC, AND AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH B&C WOOD, LLC AT A SALE PRICE OF \$16.51 PER TON, SUBJECT TO LEGAL COUNSEL REVIEW. NO PUBLIC COMMENT WAS GIVEN. MOTION CARRIED.

9. Operation Outdoor Freedom Update

Informational purposes only.

10. Hydrologic Conditions

Informational purposes only.

11. Legal Counsel Report

Breck Brannen provided a status update on the lawsuits listed below.

Northwest Florida Water Management District v. Kenneth Sadler and Mildred Sadler, husband and wife

Michelle Harpster, Petitioner, vs. Northwest Florida Water Management District, Respondent, and Garden Street Communities Southeast, LLC, Intervenor

12. Executive Director Report

Meeting was adjourned at 1:43 p.m.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 Financial Report
 Summary Statement of Receipts, Disbursements & Cash Balances
 For Month Ending December 31, 2025

Balance Forward - Operating Funds	\$	37,972,316.49
Operating Funds Received in current month:		
Revenue Receipts, Current	\$	2,559,939.33
Contracts Receivable		6,200,742.63
Other Deposits/Refunds/Adjustments		7,982.42
Transfers from Lands Accounts		0.00
Total Deposits during month		<u>8,768,664.38</u>
Total Deposits and Balance Forward		\$ 46,740,980.87
Disbursements:		
Employee Salaries		581,464.20
Employee Benefits		303,951.05
Employee Flexible Spending Account		0.00
Contractual Services (Professional)		478,121.87
Operating Expenses - Services		146,696.96
Operating Expenses - Commodities		92,840.22
Operating Capital Outlay		22,179.00
Grants and Aids		2,799,474.26
Total Operating Expenses during month		<u>4,424,727.56</u>
Payables, Prior Year		0.00
Other Disbursements or (Credits)		19,445.45
Total Funds Disbursed by check during month		<u>4,444,173.01</u>
Bank Debits (Fees, Deposit Slips, etc.)		0.00
Transfer to Cypress Springs Account		0.00
Total Funds Disbursed		<u>4,444,173.01</u>
Cash Balance Operating Funds at month end		\$ <u>42,296,807.86</u>
Operating Depositories:		
Petty Cash Fund		250.25
Bank of America:		
General Fund Checking		6,207,780.02
Payroll Account		6,000.00
Passthrough (EFT) Account		12,126.22
Investment Accounts:		
Fla. Board of Administration @ 3.99%		
General Fund		15,545,647.46
Lands Fee Fund		3,603,662.92
Operations		0.00
Okaloosa Regional Reuse		107,232.49
Mitigation Fund		<u>16,814,108.50</u>
Total Operating Depositories at month end		\$ 42,296,807.86

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 Financial Report
 Summary Statement of Receipts, Disbursements & Cash Balances
 For Month Ending December 31, 2025

Land Acquisition Funds:

Fla. Board of Administration @ 3.99%	\$	206,589.38	
Total Land Acquisition Funds			206,589.38
Fla. Board of Administration Cypress Springs R&M Account @ 3.99%		<u>899,019.70</u>	
Total Restricted Land Management Funds			<u>899,019.70</u>
Total Land Acquisition, and Restricted Management Funds			<u>1,105,609.08</u>
 TOTAL OPERATING, LAND ACQUISITION, & RESTRICTED FUNDS AT MONTH END			 <u>\$ 1,105,609.08</u>

Approved: _____
 Chairman or Executive Director

Date: February 11, 2026

Northwest Florida Water Management District
Statement of Sources and Uses of Funds
For the Period ending December 31, 2025
(Unaudited)

	Current Budget	Actuals Through 12/31/2025	Variance (under)/Over Budget	Actuals As A % of Budget
Sources				
Ad Valorem Property Taxes	\$ 4,126,712	\$ 2,789,808	\$ (1,336,904)	68%
Intergovernmental Revenues	98,662,798	6,066,116	(92,596,683)	6%
Interest on Invested Funds	75,000	382,931	307,931	511%
License and Permit Fees	655,000	295,470	(359,530)	45%
Other	1,515,166	50,485	(1,464,681)	3%
Fund Balance	29,997,846		(29,997,846)	0%
Total Sources	\$ 135,032,522	\$ 9,584,809	\$ (125,447,713)	7%

	Current Budget	Expenditures	Encumbrances ¹	Available Budget	%Expended	%Obligated ²
Uses						
Water Resources Planning and Monitoring	\$ 8,586,904	\$ 817,270	\$ 644,762	\$ 7,124,871	10%	17%
Acquisition, Restoration and Public Works	81,700,119	783,588	15,939,021	64,977,510	1%	20%
Operation and Maintenance of Lands and Works	11,373,303	1,028,260	1,614,157	8,730,886	9%	23%
Regulation	5,251,294	881,386	287,418	4,082,490	17%	22%
Outreach	168,038	41,832	-	126,206	25%	25%
Management and Administration	3,172,237	684,958	46,076	2,441,203	22%	23%
Total Uses	\$ 110,251,895	\$ 4,237,295	\$ 18,531,434	\$ 87,483,166	4%	21%
Reserves	24,780,627			24,780,627	0%	0%
Total Uses and Reserves	\$ 135,032,522	\$ 4,237,295	\$ 18,531,434	\$ 112,263,793	3%	17%

¹ Encumbrances represent unexpended balances of open purchase orders.

² Represents the sum of expenditures and encumbrances as a percentage of the available budget.

This unaudited financial statement is prepared as of December 31, 2025, and covers the interim period since the most recent audited financial statements.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 SCHEDULE OF DISBURSEMENTS
 GENERAL FUND
 DECEMBER 2025

RETIREMENT	12/05/2025	\$	109,115.19
CHECKS	12/05/2025		164,951.29
ACH TRANSFER	12/05/2025		172,002.60
DIRECT DISBURSEMENTS	12/05/2025		83,855.67
VOIDED CHECK	12/08/2025		-4,217.21
CHECKS	12/12/2025		49,351.02
ACH TRANSFER	12/12/2025		88,143.61
DIRECT DISBURSMENTS	12/12/2025		625.00
VOIDED CHECKS	12/18/2025		-650.00
CHECKS	12/19/2025		83,382.97
ACH TRANSFER	12/19/2025		2,997,428.37
DIRECT DISBURSMENTS	12/19/2025		5,973.61
CHECKS	12/31/2025		40,321.60
ACH DISBURSMENTS	12/31/2025		54,798.10
		\$	3,845,081.82

Chairman or Executive Director

February 11, 2026
 Date

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
6187	AQUATERRA PLANNING LLC	12/5/2025	2,182.84	WATERSHED PLANNING SERVICES
95	AT&T	12/5/2025	411.98	PHONE SERVICE EFO
3619	AT&T MOBILITY	12/5/2025	23.75	ASSET MANGEMENT TABLET
5954	BLU RIPPLE INC	12/5/2025	2,361.80	REPLACEMENT STEPS ECONFINA CANOE LAUNCH
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	12/5/2025	765.36	BCBS MEDICARE
1892	STEVE L. BROWN	12/5/2025	2,140.10	REIMBURSEMENT CHECK - HEALTH INSURANCE PREMIUM
735	CARLTON APPRAISAL COMPANY	12/5/2025	500.00	UPDATED FOR HICKORY PRESERVE CON EASEMNT
5131	CITY OF DEFUNIAK SPRINGS	12/5/2025	254.83	DEFUNIAK SPRINGS WATER/SEWER
4676	CITY OF MILTON FLORIDA	12/5/2025	88.13	DUMPSTER SERVICE
4676	CITY OF MILTON FLORIDA	12/5/2025	42.81	SEWER MILTON OFFICE
4733	CITY OF QUINCY	12/5/2025	110,880.40	WATER METER REPLACEMENT GRANT
3289	CITY OF TALLAHASSEE	12/5/2025	50.95	LAKE SHORE AND I10
4748	EAST MILTON WATER SYSTEM	12/5/2025	24.17	WATER MILTON OFFICE
26	FL. SECRETARY OF STATE DIV OF ADMIN SERV	12/5/2025	25.62	REG RULEMAKING NOTICES
916	FPL NORTHWEST FLORIDA	12/5/2025	515.53	DEFUNIAK ELECTRIC
666	JEFFERSON COUNTY PROPERTY APPRAISER	12/5/2025	216.15	1ST QTR FY 25-26
3266	LOWE'S COMPANIES INC.	12/5/2025	586.44	REFRIGERATORS FOR HQ
3266	LOWE'S COMPANIES INC.	12/5/2025	501.35	LOWES ORDER
6107	MOMSHE'S CLEANERS LLC	12/5/2025	1,099.00	JANITORIAL SERVICES FOR DFO
3713	PRINCIPAL LIFE INSURANCE COMPANY	12/5/2025	9,782.90	PRINCIPAL LIFE/DENTAL/VISION
5933	ROGERS BROTHERS LAND CLEARING LLC	12/5/2025	4,283.65	ROAD REPAIR MATERIALS - TOM JOHNS LANDING ROAD
105	TALLAHASSEE DEMOCRAT	12/5/2025	85.00	LEGAL ADS-WATER USE PERMITS
3568	THOMPSON TRACTOR CO., INC.	12/5/2025	1,229.52	CAT 299D SKID STEER SERVICE
6058	TRIOAK ENTERPRISE LLC	12/5/2025	21,200.00	TTS OUTDOORS CUSTOM TILT TRAILER
4557	VERIZON WIRELESS	12/5/2025	1,259.12	CELL PHONES AND JET PACKS
6176	VERIZON WIRELESS	12/5/2025	14.04	RMD MACHINE TO MACHINE
4626	WASTE PRO OF FLORIDA, INC	12/5/2025	212.74	SOLID WASTE HQ
4626	WASTE PRO OF FLORIDA, INC	12/5/2025	225.11	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	487.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	479.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	380.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	390.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	225.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/5/2025	400.00	RENTAL & SERVICE FOR PORTABLE

TOTAL CHECKS

\$ 164,951.29

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
3293	ANGUS G. ANDREWS, JR.	12/5/2025	8,125.00	DFO LEASE AGREEMENT - CONTRACT PO
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	12/5/2025	12,766.00	ANALYSIS OF FRESHWATER & ESTUA
5340	APPLIED TECHNOLOGY AND MANAGEMENT, INC.	12/5/2025	3,376.90	ANALYSIS OF FRESHWATER & ESTUA
2417	BEARD EQUIPMENT COMPANY, INC.	12/5/2025	316.18	SEAT BELT REPLACEMENT FOR 650K DOZER
1617	CAPITAL HEALTH PLAN	12/5/2025	83,394.78	CHP MEDICAL
3269	CDW GOVERNMENT, INC.	12/5/2025	332.00	TOUGHBOOK ORDER FOR LAB
3771	CHOCTAWHATCHEE BASIN ALLIANCE	12/5/2025	2,135.32	CBA LOPLS FALL 2025 MONITORING
3126	DEWBERRY ENGINEERS, INC	12/5/2025	979.00	AGREEMENT FOR WATER RESOURCES
45	DMS	12/5/2025	651.35	DEFUNIAK LOCAL (WEST FL TELEPHONE SVC.)
45	DMS	12/5/2025	4,162.86	DEFUNIAK ETHERNET AND LONG DISTANCE
45	DMS	12/5/2025	6.24	CONFERENCE CALLS
45	DMS	12/5/2025	1,488.58	HEADQUARTERS LOCAL (PANAMA CITY TELEPHONE SVCS)
45	DMS	12/5/2025	90.12	MILTON LOCAL
45	DMS	12/5/2025	0.04	MILTON LONG DISTANCE
45	DMS	12/5/2025	145.92	AIRCARDS & HOTSPOTS
45	DMS	12/5/2025	13,542.40	ETHERNET FOR ALL OFFICES
6148	DOODIE CALLS LLC	12/5/2025	228.75	PORTABLE ADA TOILET FOR PHIPPS PARK
2702	FISH AND WILDLIFE	12/5/2025	928.95	LAW ENFORCEMENT AND SECURITY O
5894	ODESSA CLEANING SERVICE LLC	12/5/2025	500.00	JANITORIAL SERVICES FOR ECONFINA FIELD OFFICE
5947	PREVENTIA SECURITY LLC	12/5/2025	75.00	DEFUNIAK OFFICE FIRE/ALARM
1180	PRIDE ENTERPRISES	12/5/2025	8,924.59	PRIDE REC SITE SUPPLIES
3482	SANTA ROSA COUNTY LANDFILL	12/5/2025	25.97	SOLID WASTE/LANDFILL SERVICES
4955	TERRY'S HOME & LAWN MAINTENANCE, INC.	12/5/2025	4,481.90	RECREATION SITE CLEAN UP AND M
5336	TETRA TECH, INC	12/5/2025	25,324.75	ELECTROMAGNETIC SURVEY DATA RE
TOTAL ACH DISBURSEMENTS			\$ 172,002.60	
1616	BLUE CROSS/BLUE SHIELD OF FLORIDA	12/5/2025	83,855.67	BCBS MEDICAL
TOTAL DIRECT DISBURSEMENTS			\$ 83,855.67	
TOTAL AP			\$ 420,809.56	
5768	ALFORD BROTHERS INC	12/12/2025	94.85	MINOR REPAIRS FOR REG VEHICLES
5131	CITY OF DEFUNIAK SPRINGS	12/12/2025	28,920.00	EFFUENT FORCE MAIN REPLACEMENT
916	FPL NORTHWEST FLORIDA	12/12/2025	337.89	MILTON ELECTRIC
6195	GULF COUNTY SHERIFF'S OFFICE	12/12/2025	40.00	GULF COUNTY PROCESS SERVER-WELLS
6193	PHILL CO	12/12/2025	4,950.00	MAJOR REPAIRS TO WMD-96273
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	163.83	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	164.48	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	178.34	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	98.52	KONICA MINOLTA COPIER LEASE R&M

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	181.74	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	151.06	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	148.78	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	128.29	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	4.11	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	101.55	KONICA MINOLTA COPIER LEASE R&M
698	KONICA MINOLTA BUSINESS SOLUTIONS USA	12/12/2025	98.42	KONICA MINOLTA COPIER LEASE R&M
6191	ROCAFORT ELECTRICAL SERVICES LLC	12/12/2025	3,082.58	INSTALL/REMOVAL OF LIGHTS IN MAIN BUILDING
6191	ROCAFORT ELECTRICAL SERVICES LLC	12/12/2025	3,383.07	REMOVAL/INSTALL LIGHTS IN SHOP
110	TALQUIN ELECTRIC COOPERATIVE, INC.	12/12/2025	329.76	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	12/12/2025	88.50	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	12/12/2025	3,798.95	ELECTRIC HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	12/12/2025	330.16	WATER/SEWER HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	12/12/2025	88.50	SECURITY LIGHTS HQ
110	TALQUIN ELECTRIC COOPERATIVE, INC.	12/12/2025	2,487.64	ELECTRIC HQ
TOTAL CHECKS			\$ 49,351.02	
6030	BBG INC	12/12/2025	1,300.00	UPDATED APPRAISAL BASED ON NEW ACREAGE
5243	CARROLL APPRAISAL COMPANY, INC.	12/12/2025	750.00	UPDATED REVIEW APPRAISAL BASED ON NEW ACREAGE
2701	FLORIDA MUNICIPAL INSURANCE TRUST	12/12/2025	45,087.00	25/26 FUND YEAR 2ND QTR
3002	FLORIDA STATE UNIVERSITY	12/12/2025	838.99	OFFSITE DATA STORAGE
5925	IAN WATERS	12/12/2025	90.00	TRAVEL REIMBURSEMENT
5368	KOUNTRY RENTAL NWF, INC.	12/12/2025	10,475.00	SERVICE FOR PORTABLE TOILETS-C
2293	LANE'S OUTDOOR EQUIPMENT, INC	12/12/2025	179.20	HUSQVARNA LEAF BLOWER R&M
3813	PENNINGTON, P.A.	12/12/2025	5,225.00	LEGAL COUNSEL - 2ND HALF OF NOVEMBER
1180	PRIDE ENTERPRISES	12/12/2025	9,572.74	PRIDE REC SITE SUPPLIES
4799	STAPLES CONTRACT & COMMERCIAL, INC.	12/12/2025	163.38	OFFICE SUPPLIES
5218	WAGeworks, INC.	12/12/2025	147.90	BLANKET PO FOR EMPLOYEE FSA ADMINISTRATION; OCTOBE
5218	WAGeworks, INC.	12/12/2025	100.00	COBRA ADMINISTRATION
2631	WASHINGTON COUNTY SHERIFF'S OFFICE	12/12/2025	14,214.40	LAW ENFORCEMENT/SECURITY ON DI
TOTAL ACH DISBURSEMENTS			\$ 88,143.61	
5944	REFUND NIC	12/12/2025	70.00	REFUND 311740-7 ERP PERMIT OVERPMT
5944	REFUND NIC	12/12/2025	320.00	REFUND 327354-2 ERP PERMIT WITHDRAWN
5944	REFUND NIC	12/12/2025	50.00	REFUND WELL PERMIT # 326775-2 OVERPAYMENT
5944	REFUND NIC	12/12/2025	50.00	240560260 - REFUND WELL PERMIT # 327528 WITHDRAWN
5944	REFUND NIC	12/12/2025	100.00	REFUND 327438-1 ERP PERMIT WITHDRAWN
5944	REFUND NIC	12/12/2025	35.00	REFUND WELL PERMIT # 325029-1 WITHDRAWN
TOTAL DIRECT DISBURSEMENTS			\$ 625.00	
TOTAL AP			\$ 138,119.63	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
4379	AG SPRAY EQUIPMENT, INC.	12/19/2025	1,801.50	FIRE AND HERBICIDE EQUIPMENT
6184	MD OF THE EMERALD COAST	12/19/2025	3,566.72	RECREATION SITE CLEANUP & MAIN
2992	BANK OF AMERICA	12/19/2025	479.39	ONLINE ACCESS TO BANK ACCOUNT
2992	BANK OF AMERICA	12/19/2025	1,120.51	NOVEMBER 2025 ONLINE ACCESS
4733	CITY OF QUINCY	12/19/2025	38,722.00	WATER METER REPLACEMENT GRANT
5338	CLYDE R MONEYHAM JR	12/19/2025	7,350.00	AG COST-SHARE CONSERVATION EQU
6185	COASTAL PROTECTIVE PRODUCTS INC	12/19/2025	140.00	SCREEN PRINTING
391	GADSDEN COUNTY TAX COLLECTOR	12/19/2025	119.55	TAG/REGISTRATION FOR FY25-26 MITIGATION TRAILER
3570	GEOSYNTEC CONSULTANTS INC	12/19/2025	19,821.40	GROUNDWATER FLOW AND TRANSPORT
4112	IN-SITU, INC.	12/19/2025	3,689.00	IN-SITU AQUA TROLL 200 AND 500 WATER LEVEL SENSORS
3193	INSURANCE INFORMATION EXCHANGE	12/19/2025	79.04	BACKGROUND SCREENING
6198	MCKIM & CREED INC	12/19/2025	4,900.00	REFUND 305647-1 ERP PERMIT WITHDRAWN, NEEDS CHECK
6045	MILTON GAZETTE LLC	12/19/2025	90.10	LEGAL ADS-WATER USE PERMITS
5965	NIC SERVICES	12/19/2025	1,312.68	ONLINE PAYMENT CHARGES
5788	PAUL'S TERMITE AND PEST CONTROL	12/19/2025	40.00	RUNNING PO FOR PEST CONTROL AROUND HQ
5788	PAUL'S TERMITE AND PEST CONTROL	12/19/2025	40.00	RUNNING PO FOR PEST CONTROL AROUND HQ
4038	WINDSTREAM COMMUNICATIONS	12/19/2025	111.08	800 NUMBERS AND LONG DISTANCE
TOTAL CHECKS			\$ 83,382.97	
5450	CAITLIN BRONGEL	12/19/2025	264.42	TRAVEL REIMBURSEMENT
4845	CALHOUN COUNTY SHERIFF'S OFFICE	12/19/2025	1,685.20	LAW ENFORCEMENT/SECURITY SERVI
3269	CDW GOVERNMENT, INC.	12/19/2025	680.00	TOUGHBOOK ORDER FOR LAB
4032	COMPUQUIP TECHNOLOGIES, LLC	12/19/2025	8,638.19	FIREWALL BLADE AND PROF SERVICES
1948	DELL MARKETING L.P.	12/19/2025	925.00	COMPUTER REPLACEMENT - DFS BRD RM
4855	ENVIRON SERVICES INCORPORATED	12/19/2025	2,162.50	JANITORIAL SERVICES FOR HQ
4807	WEX BANK	12/19/2025	10,035.47	NOVEMBER 2025 GPS AND FUEL/SERVICES
4961	PETER FOLLAND	12/19/2025	126.00	TRAVEL REIMBURSEMENT
4961	PETER FOLLAND	12/19/2025	90.00	TRAVEL REIMBURSEMENT
3337	FORESTECH CONSULTING	12/19/2025	425.00	LAND MANAGEMENT DATABASE
5925	IAN WATERS	12/19/2025	126.00	TRAVEL REIMBURSEMENT
2268	INNOVATIVE OFFICE SOLUTIONS, INC	12/19/2025	837.00	PHONE SYSTEM MAINTANANCE CONTRACT 07-037
5235	JACKSON COUNTY BOARD OF COUNTY COMMISSIONE	12/19/2025	837,035.84	ENCUMBER CONTRACT 17-061 BLUE SPRING RD SEWER PROJ
5235	JACKSON COUNTY BOARD OF COUNTY COMMISSIONE	12/19/2025	1,775,686.82	INDIAN SPRINGS SEWER PROJECT
5802	MURPHY CASSIDY DIESEL REPAIRS	12/19/2025	127.72	MINOR REPAIRS FOR REG VEHICLES
5455	PAUL THURMAN	12/19/2025	68.00	TRAVEL REIMBURSEMENT
4618	WAKULLA COUNTY BOCC	12/19/2025	879.20	WAKULLA COUNTY SEWER EXPANSION
6000	ZULU MARINE SERVICES INC	12/19/2025	112,346.40	WATERWAY DEBRIS REMOVAL
6000	ZULU MARINE SERVICES INC	12/19/2025	149,795.20	WATERWAY DEBRIS REMOVAL
6000	ZULU MARINE SERVICES INC	12/19/2025	95,494.41	WATERWAY DEBRIS REMOVAL
TOTAL ACH DISBURSEMENTS			\$ 2,997,428.37	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
2967	BANK OF AMERICA	12/19/2025	3,988.19	NOVEMBER 2025 P-CARD CHARGES
2967	BANK OF AMERICA	12/19/2025	41.98	AMAZON ORDER FOR MATT WHITFIELD
2967	BANK OF AMERICA	12/19/2025	320.00	DUTEX LWC PERMIT APPLICATION FEE
2967	BANK OF AMERICA	12/19/2025	222.69	AMAZON ORDER FOR ASM - BATTERIES AND FIRST AID KIT
2967	BANK OF AMERICA	12/19/2025	189.95	SAFETY BOOTS - A. WAITS - AMAZON
2967	BANK OF AMERICA	12/19/2025	73.50	OFFICE SUPPLIES-AMAZON
2967	BANK OF AMERICA	12/19/2025	189.64	SAFETY BOOTS - S. POTTER - AMAZON
2967	BANK OF AMERICA	12/19/2025	438.24	IT SUPPLIES - AMAZON
2967	BANK OF AMERICA	12/19/2025	139.42	AMAZON PURCHASE FOR RMD ITEMS
5944	REFUND NIC	12/19/2025	320.00	REFUND 326612-1 ERP PERMIT WITHDRAWN
5944	REFUND NIC	12/19/2025	50.00	241694728 - REFUND WITHDRAWN WELL PERMIT# 327642-1
TOTAL DIRECT DISBURSSEMENTS			\$ 5,973.61	
TOTAL AP			\$ 3,086,784.95	
5768	ALFORD BROTHERS INC	12/31/2025	59.95	MINOR REPAIRS FOR REG VEHICLES
5768	ALFORD BROTHERS INC	12/31/2025	61.14	MINOR REPAIRS FOR REG VEHICLES
5131	CITY OF DEFUNIAK SPRINGS	12/31/2025	253.10	CITY OF DEFUNIAK SPRINGS WATER/SEWER
3289	CITY OF TALLAHASSEE	12/31/2025	50.95	LAKESHORE AND I10
4748	EAST MILTON WATER SYSTEM	12/31/2025	31.85	WATER MILTON OFFICE
3003	HAVANA FORD, INC.	12/31/2025	104.31	RUNNING PO FOR MINOR REPAIRS FOR HQ VEHICLES
4112	IN-SITU, INC.	12/31/2025	7,183.86	IN-SITU AQUA TROLL 200 AND 500 WATER LEVEL SENSORS
5933	ROGERS BROTHERS LAND CLEARING LLC	12/31/2025	16,534.70	ROAD REPAIR MATERIALS
6182	TALISTRAILS DEVELOPERS LLC	12/31/2025	650.00	REFUND 314444-4 ERP OVERPAYMENT - NEED CHECK
4557	VERIZON WIRELESS	12/31/2025	1,244.30	CELL PHONES AND JETPACKS
4626	WASTE PRO OF FLORIDA, INC	12/31/2025	226.33	SOLID WASTE HQ
4626	WASTE PRO OF FLORIDA, INC	12/31/2025	225.11	DUMPSTER FOR ECONFINA OFFICE AND CANOE LAUNCH
5612	WETLAND SOLUTIONS, INC.	12/31/2025	9,708.00	HYDROLOGIC & WATER QUALITY DAT
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	487.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	479.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	289.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	380.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	190.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	390.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	225.00	RENTAL & SERVICE FOR PORTABLE
5060	XTREME LOGISTICS GULF COAST, LLC	12/31/2025	400.00	RENTAL & SERVICE FOR PORTABLE
TOTAL CHECKS			\$ 40,321.60	

**NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ACCOUNTS PAYABLE**

VENDOR	NAME	CHECK DATE	INVOICE NET	INVOICE DESCRIPTION
45	DMS	12/31/2025	651.94	DEFUNIAK LOCAL (WEST FL TELEPHONE SVC)
45	DMS	12/31/2025	4,159.60	DEFUNIAK ETHERNET AND LONG DISTANCE
45	DMS	12/31/2025	7.48	CONFERENCE CALLS
45	DMS	12/31/2025	1,488.58	HEADQUARTERS LOCAL (PANAMA CITY TELEPHONE SVCS)
45	DMS	12/31/2025	90.12	MILTON LOCAL
45	DMS	12/31/2025	0.19	MILTON LONG DISTANCE
45	DMS	12/31/2025	201.31	AIRCARDS AND HOTSPOTS
45	DMS	12/31/2025	15,742.40	ETHERNET FOR ALL OFFICES
6121	EMPOWER CONTRACTING SOLUTIONS INC	12/31/2025	23,974.25	1-3"" ROCK DELIVERED TO YELLOW RIVER WMA
2702	FISH AND WILDLIFE	12/31/2025	1,313.02	LAW ENFORCEMENT AND SECURITY O
3002	FLORIDA STATE UNIVERSITY	12/31/2025	839.93	OFFSITE DATA STORAGE
5925	IAN WATERS	12/31/2025	126.00	TRAVEL REIMBURSEMENT
4952	LAW, REDD, CRONA & MUNROE, P.A.	12/31/2025	4,708.00	INSPECTOR GENERAL SERVICES AGREEMENT 18-051
5894	ODESSA CLEANING SERVICE LLC	12/31/2025	400.00	JANITORIAL SERVICES FOR ECONFINA FIELD OFFICE
4607	QUADIENT LEASING USA, INC	12/31/2025	686.61	MAILING SYSTEMS FOR HQ AND DEFUNIAK SPRINGS
3454	USDA, APHIS, WILDLIFE SERVICES	12/31/2025	260.77	AGREEMENT FOR NUISANCE WILDLIF
5218	WAGeworks, INC.	12/31/2025	147.90	BLANKET PO FOR EMPLOYEE FSA ADMINISTRATION; OCTOBE
TOTAL ACH DISBURSEMENTS			\$ 54,798.10	
TOTAL AP			\$ 95,119.70	

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
 SCHEDULE OF DISBURSEMENTS
 PAYROLL
 DECEMBER 2025

DIRECT DEPOSIT	12/12/2025	\$	272,690.31
CHECKS	12/12/2025		1,488.01
FLEX SPENDING TRANSFER	12/12/2025		1,767.07
DIRECT DEPOSIT	12/19/2025		5,072.50
DIRECT DEPOSIT	12/24/2025		316,015.50
CHECKS	12/24/2025		290.73
FLEX SPENDING TRANSFER	12/24/2025		1,767.07
			599,091.19
			\$ 599,091.19

APPROVED:

 Chairman or Executive Director

February 11, 2026

 Date

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andrew Joslyn, Deputy Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: January 26, 2026

SUBJECT: Consideration of Three-Year Extension for Prescribed Burning and Vegetation Management Agreements Procured under RFP 23-002

Recommendation

Staff recommends the Governing Board authorize the Executive Director to renew Prescribed Burning and Vegetation Management Agreements for an additional three-year term with Attack-One Fire Management Services, Inc., Merit First, LLC, Wildlands Service, Inc. and B & B Dugger, Inc.

Background

The District currently has contracts with Attack-One Fire Management Services, Inc., Merit First, LLC, Wildlands Service, Inc. and B&B Dugger, Inc., for prescribed burning and vegetation management services for the Regional Mitigation Program. These are three-year contracts which will expire this year. The agreements have an option for a three-year renewal term, which if renewed by the District, would expire in 2029.

The District relies on these contractors to accomplish its annual prescribed burning and vegetation management goals and objectives each year. The four contractors have also agreed to honor their per acre ceiling rates as originally submitted under RFP 23-002.

The contracts with these companies utilize a competitive quote process and task order system to assign the work activities by the Division of Asset Management. Work would only be assigned up to the amount budgeted for these services in a given fiscal year. FY 2025-26 has \$192,000 budgeted for prescribed burning and vegetation management services.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andrew Joslyn, Deputy Executive Director

FROM: Sydney Bunch, Human Resources Administrator

DATE: February 11, 2026

SUBJECT: Consideration of Employee Health and Life Insurance

Recommendation

Staff recommends the Governing Board authorize the executive director to negotiate and select employee health and life insurance policies for the year beginning April 1, 2026, and ending March 31, 2027.

Background

The District's current employee health coverage, a dual option plan with Capital Health Plan of Tallahassee (an HMO) and Florida Blue (a PPO) will expire on March 31. Insurance is scheduled to be renewed on an annual basis with the approval of the Governing Board.

In addition to health insurance, the District provides a \$25,000 life insurance policy for employees in authorized positions through Sun Life, Inc. The rates paid by the District for life insurance and accidental death and dismemberment (ADD) insurance are not expected to increase.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andrew Joslyn, Deputy Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: January 26, 2026

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of Conservation Easement on the Hickory Preserve Tract; Leon County

Recommendation

Staff recommends the Governing Board:

1. Accept the appraisals prepared by Carlton Appraisal Company and BBG Real Estate Services and review appraisal prepared by Carroll Appraisal Company, Inc. for the Hickory Preserve Parcel in Leon County; and
2. Approve the Purchase and Sale Agreement and authorize the Executive Director to execute the Purchase and Sale Agreement and all closing documents on behalf of the District, subject to the terms and conditions of the Agreement, approval of the Agreement by legal counsel, and subject to availability of funds in the FY 2025-26 budget.

Background

Staff obtained two appraisals and a review appraisal for the less-than-fee simple (conservation easement) purchase of the Hickory Preserve parcel. The appraisals were prepared by Carlton Appraisal Company and BBG Real Estate Services and the review appraisal was prepared by Carroll Appraisal Company, Inc. The above-named appraisers are on the Department of Environmental Protection's approved appraiser list.

The Seller accepted staff's offer and staff proposes the acquisition as outlined in the Purchase and Sale Agreement. The Seller has signed the Purchase and Sale Agreement. The acquisition will include the less-than-fee simple purchase (conservation easement) of 96.71 acres +/- in Leon County located south of Miccosukee Road as shown on the attached maps from Hickory Preserve,

Inc. This parcel is located in the St. Marks River Rise and Wakulla Spring and Spring Creek Spring Group Groundwater Contribution Areas.

Purchase Price. The purchase price negotiated by staff for the conservation easement on 96.71 acres +/- is \$1,150,000. The purchase price does not include closing costs.

The purchase of this parcel will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2025-26 budget for this acquisition.

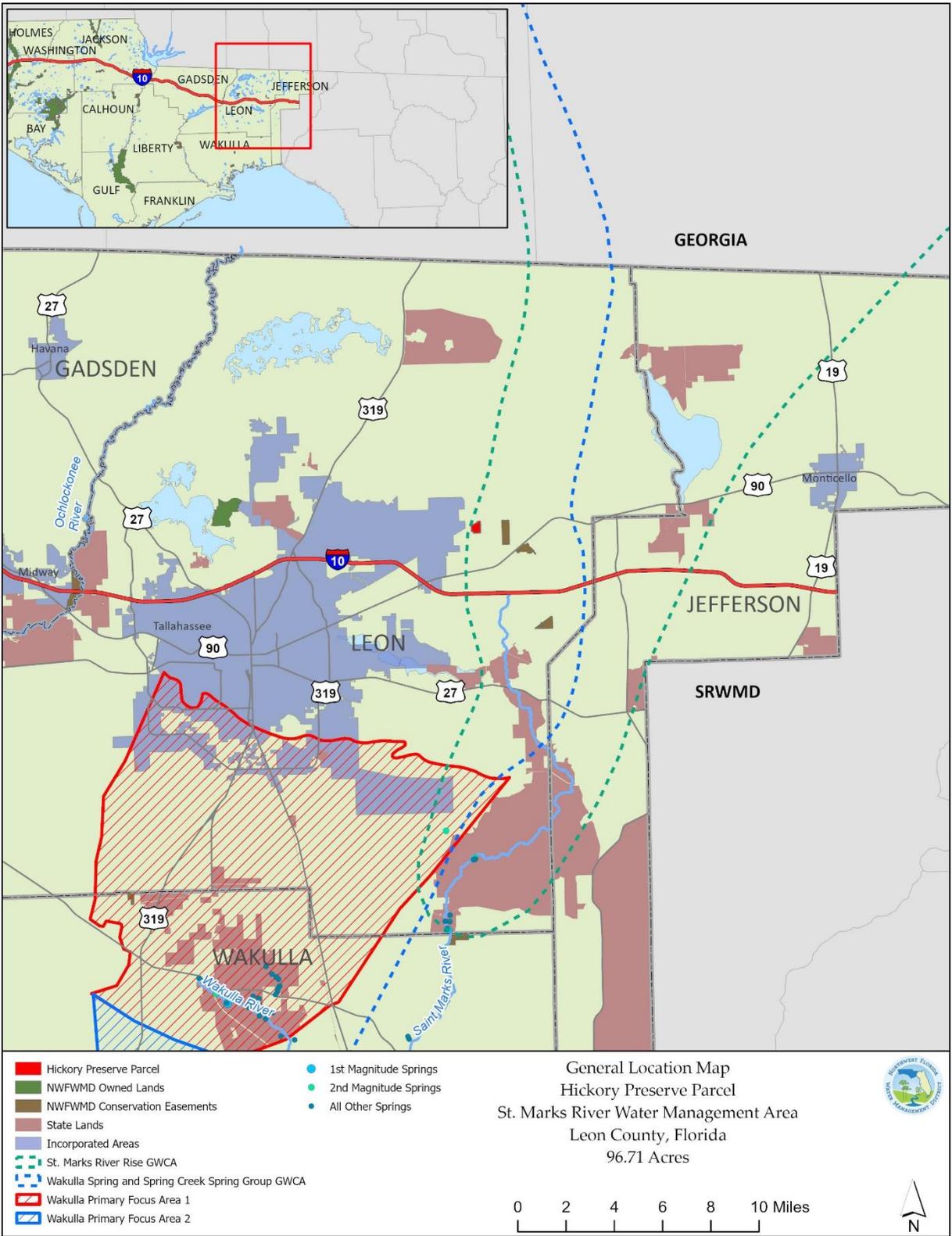
Appraisal. The District paid for the appraisals and review appraisal at a total cost of \$14,288.

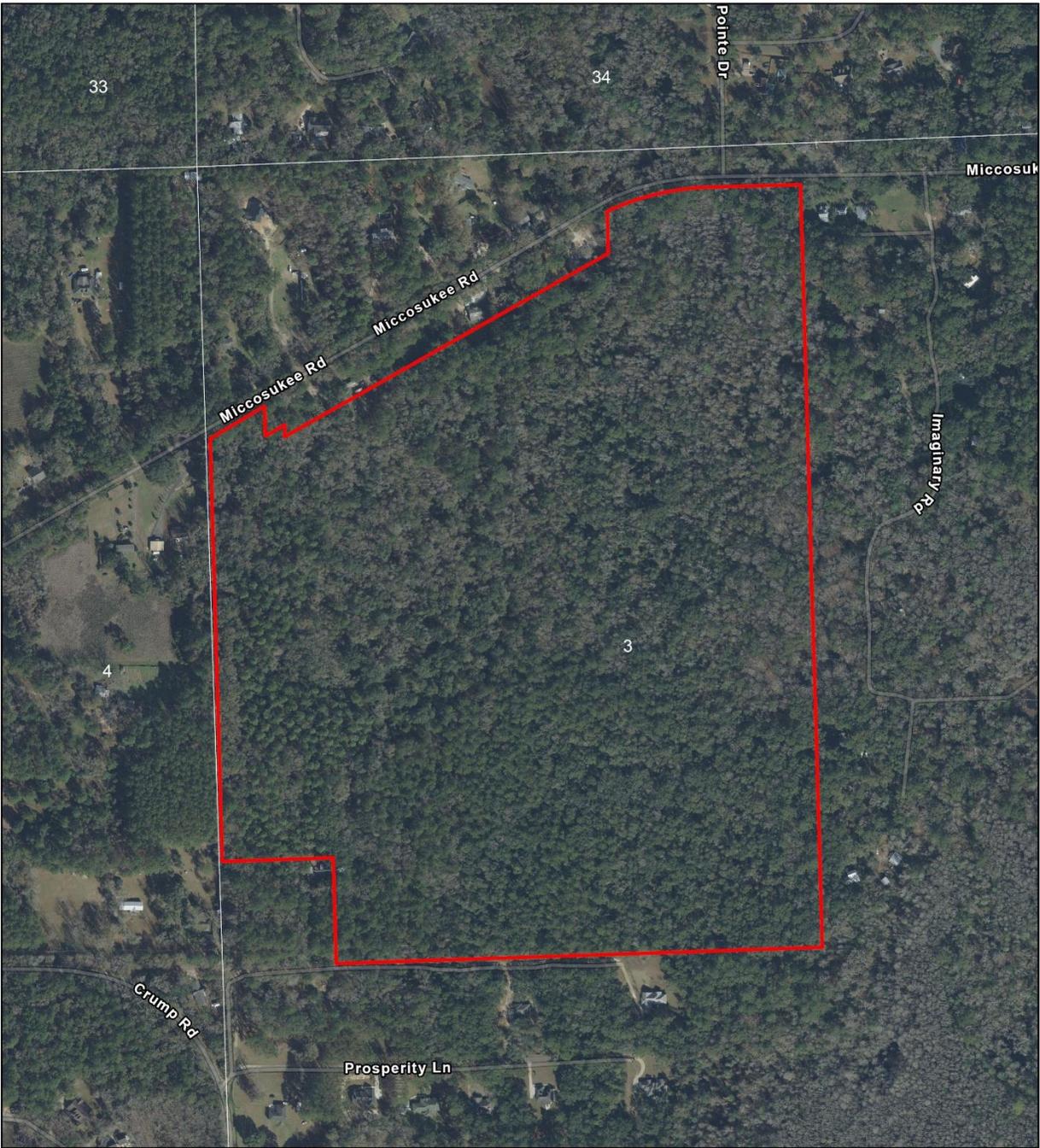
Boundary Map/Acreage Certification. The District will have a boundary map/acreage certification prepared on this parcel, not to exceed \$3,453.23.

Environmental Site Assessment and Baseline Documentation Report. The District will pay for the environmental site assessment (\$1,950) and baseline documentation report (\$2,250), not to exceed a total of \$4,200.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$5,525 and recording fees estimated not to exceed \$190. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

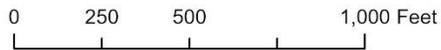
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 Hickory Preserve Parcel

Hickory Preserve Parcel
St. Marks River Water Management Area
Section 3, Township 1 North, Range 2 East
Leon County, Florida
96.71 Acres



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this _____ day of _____, 2026, between **HICKORY PRESERVE, INC., a Florida for not for profit corporation** whose mailing address is 3862 Imaginary Road, FL 32309, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

1. **Purchase and Sale/The Property.** Seller agrees to sell and Purchaser agrees to purchase a perpetual conservation easement through, across, upon and under that certain real property located in Leon County, Florida, more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a perpetual, enforceable conservation easement, as set forth in **Exhibit B**, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include legal access to the Property.

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be one million one hundred fifty thousand and 00/100 Dollars (\$1,150,000.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$11,891.2211768 per acre ("Acre Price") for an estimated 96.71 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Acre Price or the District-approved acre value by the acreage shown on the survey to be obtained under the provisions of paragraph 6 of this Agreement. The Acre Price set forth above shall not decrease unless the Acre Price is in excess of the District-approved acre value. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the survey may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the survey determine that the total acreage of the Property is more than 96.71 acres or less than 96.71 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$11,891.2211768 by the acreage shown on the survey; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the survey) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$11,891.2211768, then Seller shall have the option to either terminate this Agreement or proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

5. **Title Insurance.** Purchaser will order a title examination and a commitment to insure title in the amount of the purchase price, and the cost of the examination and premium for which shall be borne by Purchaser. If Purchaser notifies Seller of any objections to title, then Seller shall cure all such objections on or before the date of Closing. To the extent such an objection consists of a lien or mortgage securing a monetary obligation which was created or suffered by Seller or any party claiming by, through or under Seller, Seller will be required to use the cash portion of the Purchase Price to cure any such objection. If such objections are not so cured, then Purchaser may terminate this Agreement without any further liability whatsoever. Seller will execute such instruments as will enable the title insurer to delete the standard exceptions from the title insurance commitment referring to (a) ad valorem taxes, (b) unrecorded construction liens, (c) unrecorded rights or claims of persons in possession, (d) survey matters, (e) unrecorded easements or claims of easements, and (f) the matters arising between the effective date of the commitment to insure title and the recording of the Seller's deed to Purchaser.

6. **Boundary Map/Acreage Certification.** Purchaser will obtain a current boundary map/acreage certification of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the boundary map/acreage certification, and such objections shall be treated in the same manner as an objection to title. The cost of the boundary map/acreage certification shall be borne by Purchaser.

7. **Environmental Matters.** Purchaser will order an environmental assessment to be certified to Purchaser, covering the Property. Purchaser shall have the right to object to any matters reflected on the environmental assessment, and such objections shall be treated in the same manner as an objection to title. In the event an estimate of the cost of clean-up of the hazardous materials made in good faith exceeds a sum equal to 5% of the purchase price, the Seller may elect to terminate this Agreement. If Seller notifies Purchaser that it elects not to cure any such objection on the basis of excessive clean-up costs as herein defined, or if Seller fails to complete all necessary clean-up, removal or remediation within sixty (60) days after receipt of written notice of such objection, Purchaser will have the option either to (a) terminate this Agreement and neither party hereto will have any further rights or obligations hereunder, or (b) delete the portion of the Property as it may reasonably be determined to be subject to such contamination from the Property to be conveyed hereunder and the Purchase Price shall be adjusted for such reduction. The cost of the environmental assessment shall be borne by Purchaser.

For the purposes of this Agreement “hazardous materials” will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. “Environmental Laws” will mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions, relating to environmental hazardous materials including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

Seller warrants and represents to Purchaser that to the best of Seller's knowledge and belief:

(a) No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property, except for household trash, appliances and an automobile, all of which shall be removed from the Property by Seller prior to Closing.

(b) No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

(c) The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

(d) There are no underground storage tanks on or about the Property and Seller has no knowledge of the presence of radon gas on the Property.

(e) There has not been, in respect to the Property (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

(f) There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws, or would subject the owner of the Property to penalties, damages, or injunctive relief.

(g) Seller is not presently subject to any judgment, decree or citation relating to or arising out of the Environmental Laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws.

8. **Closing Documents.** Closing is subject to availability of funding from Northwest Florida Water Management District in the fiscal year of closing. The Closing will take place on or before May 29, 2026, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than May 29, 2026. The closing date may be extended by notice from Purchaser for objections to title, survey, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to the availability of funding from Northwest Florida Water Management District in the fiscal year of Closing.

Seller will be responsible for submitting, in a form substantially similar to that attached hereto as **Exhibit D**, a Title Possession and Lien Affidavit, and **Exhibit B**, a Conservation Easement. The cost of document preparation shall be borne by Purchaser.

9. **Baseline Documentation**. Purchaser will order a baseline documentation report covering the Property. A baseline documentation report provides a map of the property documenting the relevant features of the subject property and provides representation of the subject property which is intended to serve as an objective information baseline for monitoring compliance with the terms of the grant of the Conservation Easement attached as **Exhibit B**. Purchaser shall have the right to object to any matters reflected on the baseline documentation report. The baseline documentation report shall serve as an accurate representation of the physical, ecological and biological condition of the Property. The baseline documentation report will be placed and retained on file with the Purchaser as a public record and a copy will be provided to the Seller at closing. The cost of the baseline documentation report shall be borne by Purchaser.

10. **Expenses/Taxes and Assessments**. Seller will pay documentary revenue stamp taxes associated with the conveyance of the Conservation Easement and the cost of recording all curative instruments and subordinations. The cost of recording the conservation easement shall be borne by Purchaser. Each party shall bear their own attorney fees.

The real estate taxes and assessments allocable to Seller's period of ownership of the Property during the tax year in which the Closing occurs will be satisfied of record by Seller at the Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. In the event Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

The Seller shall be responsible for the payment of any and all real estate commissions associated with the sale and purchase of the Property, and the Seller hereby indemnifies the Purchaser against any and all claims of real estate commissions.

11. **Risk of Loss**. Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on July 8, 2025, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

Except for reasonable cutting designed to control forest infestation, during the term of this Agreement, Seller shall neither cut or remove nor permit the cutting or removal of any timber or trees which are included as part of the Property. If at any time prior to the Closing, the Property or any part thereof (including, but not limited to, any timber or trees which are included as part of the Property) is destroyed or damaged by fire or other casualty, then Purchaser, at its sole option, may elect either (a) to cancel this Agreement, whereupon neither party hereto shall have any further rights or obligations hereunder, or (b) to purchase the Property without a reduction in the Purchase Price and receive an assignment of any insurance proceeds received by Seller with respect to such

casualty. Nothing contained herein shall prevent the parties from proceeding to close the purchase and sale of the Property hereunder with a reduction in the Purchase Price to take into account such damage or destruction if the parties are able to mutually agree upon the amount of such reduction in the Purchase Price.

Seller agrees to clean-up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the reasonable satisfaction of Purchaser prior to the Closing.

12. **Seller's Representations, Warranties, Covenants and Agreements.** Seller represents, with the intent to induce Purchaser to enter into this Agreement and to purchase the Property, and with the understanding that Purchaser is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and agreements, failing which Purchaser shall have the option of terminating this Agreement, that:

(a) As of the Closing, Seller shall have good and marketable title in fee simple to the Property, free and clear of all liens, leases and encumbrances, and free and clear of all restrictions, rights-of-way, easements, encroachments, exceptions and other matters affecting title except for those shown on the title commitment procured by Purchaser.

(b) No person, firm or entity, other than Purchaser, has any rights in, or right or option to acquire, the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Purchaser's prior written consent, lease, transfer, mortgage, pledge or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any such rights with respect to the Property or any part thereof.

(c) There are no parties in possession of any portion of the Property as lessees except for a hunting lease, tenants at sufferance, trespassers or otherwise and there are no liens, leases, subleases, surface or subsurface use agreements, or items or encumbrances affecting the Property that will not be removed prior to Closing.

(d) There has been no material or labor furnished for the Property for which payment has not been made and there are no mechanic's or materialman's liens or claims filed against the Property, and Seller has received no notices of any claims of non-payment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to the Property. Seller shall indemnify and hold Purchaser and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to periods of time prior to the Closing.

(e) There are no paving liens or assessments presently on or affecting the Property nor to the best of Seller's knowledge and belief are any such liens or assessments contemplated after Closing, and Seller shall be responsible for and hold Purchaser harmless

from all such currently existing obligations and all such contemplated obligations of which Seller is aware.

(f) There are no oil and gas exploration operations affecting the Property and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof, nor to the best knowledge and belief of Seller are any such operations or other matters contemplated by any person or entity whatsoever. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, and to the best knowledge and belief of Seller, there are no such assessments or proceedings contemplated by any governmental authority.

(g) There are no taxes, assessments or levies of any type whatsoever that can be imposed upon and collected from the Property arising out of or in connection with the ownership and operation of the Property, or any public improvements in the general vicinity of the Property except for ad valorem taxes on the Property for the calendar year in which the Closing occurs.

(h) There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are not such actions, suits, claims, litigation or proceedings contemplated. Seller agrees to indemnify and hold Purchaser harmless from and against any and all debts, expenses, claims, demands, judgments and/or settlements arising therefrom and to prevent the filing of any liens, lis pendens, or other encumbrances against the Property as a result thereof. In the event such liens or encumbrances are so filed, Seller shall cause the same to be canceled or discharged of record by bond or otherwise within five (5) days after written notice from Purchaser.

(i) No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof. The provisions of the Section shall not apply to any regular or nondiscriminatory local real estate or school taxes assessed against the Property.

(j) Seller shall take all actions reasonably required by the title insurer in order to consummate the transaction herein described.

(k) If Seller is a corporate entity, Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this

Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on July 8, 2025. Since July 8, 2025, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees, thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

(m) All harvesting and timbering agreements affecting the Property have been effectively terminated by Seller and no party, other than Seller, has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

(n) From the Effective Date through the Closing, Seller shall promptly notify Purchaser of any material change, of which Seller has knowledge, with respect to the Property or any information heretofore or hereafter furnished to Purchaser with respect to the Property, including specifically, but without limitation, any such change which would make any portion of this Agreement, including, without limitation, the representations, warranties, covenants and agreements contained in this Section untrue or materially misleading; and

(o) Seller is not a “foreign person” as that term is defined in Section 1445-F of the Internal Revenue Code.

13. **Inspection/Possession.** Seller agrees that after the date of this Agreement, employees and agents of Purchaser and Consultants, including but not limited to the surveyor, shall have the right, upon reasonable prior notice to Seller, to enter the Property for all lawful purposes permitted under this Agreement. This right will end upon Closing or upon termination of this Agreement. On or before fifteen (15) days from the Effective Date hereof, Seller shall deliver to Purchaser copies of all materials relating to the Property in the possession of Seller or its agent or attorneys or which are reasonably accessible to any of such parties, including without limitation all aerial photographs, maps, charts, existing surveys, timber cruises, previous deeds, leases, reports, timber type maps, timber inventories, soil maps, and other papers relating to the Property.

14. **Assignment.** This Agreement may not be assigned by Seller without prior written consent of the Purchaser. This Agreement is assignable by Purchaser.

15. **Successors in Interest/References.** Upon Seller’s execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon approval of this Agreement by the Governing Board of Purchaser, Purchaser and its successors and assigns will also be bound by it.

Whenever used in this Agreement the singular shall include the plural, and one gender shall include all genders.

16. **Time.** Time is of the essence with regard to all dates and times set forth in this Agreement.

17. **Severability.** In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of the Agreement shall not be affected.

18. **Waiver.** Any failure by Purchaser to insist upon strict performance of any provision, covenant or condition of the Agreement by the other party hereto, or to exercise any right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

19. **Effective Date.** This Agreement, and any modification or amendment thereof, will be effective upon execution by the Purchaser's Governing Board.

20. **Addendum/Exhibits.** Any addendum attached to this Agreement that is signed by all the parties will be deemed to be a part of this Agreement. All Exhibits attached to this Agreement and referenced in this Agreement will be considered part of this Agreement.

21. **Notices to Parties.** Whenever either party desires or is required to give notice to the other party it must be given in writing, and either delivered personally, or by mail, facsimile transmission or overnight courier to the address of that party set forth below, or to such other address as is designated in writing by a party to this Agreement:

SELLER: Hickory Preserve, Inc.
3862 Imaginary Road
Tallahassee, FL 32309
ATTN: Neil Jones

PURCHASER: Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
ATTN: Mr. Danny Layfield, Director of the
Division of Asset Management

Seller's representative in matters relating to this Agreement will be Neil Jones. Purchaser's representative in matters relating to this Agreement will be the Director of the Division of Asset Management, a division of Purchaser. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

22. **Survival.** All of the warranties, representations, indemnities, and obligations of Seller set forth in this Agreement as well as any rights and benefits of the parties contained herein

will survive the Closing and delivery of the deed and other documents called for in this Agreement, and shall not be merged therein.

23. **Conditions.** Purchaser's obligation to perform this Agreement by consummating the purchase herein provided for (regardless of when Closing occurs) is expressly made contingent and conditioned upon the following:

(a) No condemnation proceedings or any other matters which might have an adverse effect on the value of the Property shall be pending or threatened against the Property at the Closing;

(b) Purchaser shall have received and approved the boundary map/acreage certification, Title Commitment and Environmental Assessment provided for herein;

(c) All of the representations and warranties contained in Sections 7 and 12 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 7 and 12 shall have been performed as of the Closing.

(d) There shall be no litigation pending or threatened, seeking to recover title to the Property, or any part thereof or any interest therein, or seeking to enjoin the violation of any law, rules, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property as of the Closing;

(e) The Property, or any portion thereof, shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity of armed forces, or act of God or public enemy;

(f) Any and all currently existing liens and/or security interests affecting the Property or any portion thereof shall be fully paid and released at or prior to the Closing;

(g) This Agreement is approved by the Governing Board of Purchaser;

(h) Purchaser has confirmed that the Purchase Price is not in excess of the Purchaser-approved appraised value of the Property;

(i) Purchaser has approved an appraisal review as to such appraisal;

(j) Funds for purchase are available from Northwest Florida Water Management District;

(k) The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has committed not to assert a claim as to any sovereign lands or potentially sovereign lands associated with the Property.

(l) The **Purchaser** may terminate this Agreement at any time prior to Closing.

In the event that any one of the foregoing is outstanding or unsatisfied as of the Closing, then Purchaser shall have the right to terminate this Agreement, and neither party shall have any further obligations or liabilities hereunder; or Purchaser may waive any of such requirements and complete the purchase as herein provided.

24. **Timber Inventory.** Upon execution of this Agreement a timber inventory may be contracted for and initiated by Purchaser. Purchaser shall have the right to object to any matters reflected in the timber inventory, and such objection shall be treated in the same manner as an objection to title.

25. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement will be binding unless executed in writing by the parties.

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until February 11, 2026.

27. **Subordination.** If at the time of conveyance of the conservation easement provided for in this Agreement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser, including the Mortgage, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the easement, to subordinate its rights in the Property to the easement to the extent necessary to permit the Purchaser to enforce the purpose of the easement in perpetuity and to prevent any modification or extinguishment of the easement by the exercise of any superior rights of the holder.

{SIGNATURES ON FOLLOWING PAGE}

THIS AGREEMENT is hereby executed and entered into by Seller and Purchaser, as of the Effective Date.

SELLER:

**HICKORY PRESERVE INC., a Florida
not for profit corporation**

By: _____
Neil Jones, Board Member

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
George Roberts, Chair

Date: _____

EXHIBIT A

(Legal Description)

The Land referred to herein below is situated in the County of LEON, State of Florida, and is described as follows:

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT A FOUND 4X4 CONCRETE MONUMENT #732 MARKING THE SOUTHWEST COMER OF THE NORTHWEST QUARTER OF SECTION 3. TOWNSHIP 1 NORTH, RANGE 2 EAST, AND RUN NORTH 89 DEGREES 20 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 370.62 FEET TO A SET 5/8" IRON ROD AND CAP #8393 MARKING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89 DEGREES 20 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 1623.58 FEET TO A FOUND 4X4 CONCRETE MONUMENT #732. THENCE NORTH 00 DEGREES 22 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 2546.37 FEET TO A FOUND 4X4 CONCRETE MONUMENT #732 LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MICCOSUKEE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 42 MINUTES 01 SECONDS WEST FOR A DISTANCE 316.22 FEET TO A FOUND 4X4 CONCRETE MONUMENT MARKING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG SAID RIGHT-OF-WAY AND SAID CURVE HAVING A RADIUS OF 872.70 FEET, THROUGH A CENTRAL ANGLE OF 22°22'02", FOR AN ARC LENGTH OF 340.68 FEET (CHORD BEARS S 77°38'34" W. 338.52 FEET) TO A FOUND 4X4 CONCRETE MONUMENT #732; THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 00 DEGREES 12 MINUTES 57 SECONDS EAST FOR A DISTANCE 140.74 FEET TO A FOUND 4X4 CONCRETE MONUMENT; THENCE SOUTH 61 DEGREES 42 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 1242.54 FEET TO A FOUND 4X4 CONCRETE MONUMENT; THENCE NORTH 02 DEGREES 55 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 40.15 FEET TO A FOUND 4X4 CONCRETE MONUMENT; THENCE SOUTH 61 DEGREES 19 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 75.01 FEET TO A FOUND 4X4 CONCRETE MONUMENT; THENCE NORTH 00 DEGREES 18 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 99.96 FEET TO A FOUND 4X4 CONCRETE MONUMENT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MICCOSUKEE ROAD: THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 60 DEGREES 26 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 211.54 FEET TO A FOUND 4X4 CONCRETE MONUMENT #1254 MARKING A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MICCOSUKEE ROAD AND THE WEST BOUNDARY LINE OF SAID SECTION 3: THENCE LEAVING SAID RIGHT-OF-WAY RUN ALONG SAID SECTION LINE SOUTH 00 DEGREES 22 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1411.97 FEET TO A SET 5/8" IRON ROD AND CAP #8393; THENCE NORTH 89 DEGREES 20 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 370.62 FEET TO A SET 5/8" IRON ROD AND CAP #8393: THENCE SOUTH 00 DEGREES 22 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 353.26 FEET TO THE POINT OF BEGINNING, CONTAINING 96.71 ACRES, MORE OR LESS.

EXHIBIT B

(Conservation Easement)

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ___ day of _____, 2026, by and between Hickory Preserve, Inc., having a mailing address of 3862 Imaginary Road, Tallahassee, Florida 32309, (hereinafter referred to as **Grantor**) and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 81 Water Management Drive, Havana, Florida, 32333-9700 (hereinafter referred to as **Grantee**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property lying and being situated in Leon County, Florida, more specifically described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and,

WHEREAS, the parties recognize the natural characteristics of the Property and have a common goal of conserving and protecting in perpetuity the hydrological integrity of the Property and its benefits to water resources, especially its contribution to protecting and enhancing the quality and quantity of water that flows from seepage springs within the boundaries of the Groundwater Contribution Zone for St. Marks River Rise.

WHEREAS, Grantor agrees to convey to Grantee a Perpetual Conservation Easement (hereinafter referred to as the “Easement”) on, over and across the Property which conserves the value of the Property;

NOW, THEREFORE, Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever an Easement pursuant to Section 704.06, Florida Statutes (2024), as modified or amended, on, over, upon and across the Property of the nature, character, and extent hereinafter set forth:

1. **EASEMENT.** By this grant, the Grantor grants and conveys to the Grantee an easement in perpetuity upon the Property, the “Easement.” The Easement is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its personal representatives, successors and assigns, lessees, agents and licensees. Grantor intends that this Easement will confine the use of the Property to such activities that are consistent with the purposes of this Easement.
2. **PURPOSE.** The purpose of this Easement is to conserve and protect in perpetuity the natural and hydrological integrity of the Property, including the Property’s natural features, water resource benefits and especially its contribution to protecting and enhancing the quality and quantity of water that flows into the St. Marks River.

3. **RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for itself and its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):

A. **Fee Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee in the Property.

B. **Rights not Expressly prohibited.** Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited to Grantor in this Easement or expressly conveyed to Grantee in this Easement and consistent with the purposes of this Easement.

C. **Sale or Transfer of Interest.** Subject to Section 19 hereof, Grantor retains the right to sell, rent, lease or mortgage the Property with the prior written notification to Grantee and Grantor shall provide Grantee with a copy of the instrument of conveyance (as recorded, if applicable). Grantor may mortgage its interest in the Property so long as the mortgage is to a state or federal government regulated U.S. lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.

D. **INTENTIONALLY OMITTED**

E. **INTENTIONALLY OMITTED**

F. **Construction.** Grantor retains the right to construct new non-residential structures on the Property outside of the residence site as long as the Total Impervious Surface Amount is not exceeded.

G. **Existing Structures and Facilities.** Grantor reserves the right to repair and replace to existing size and in its existing location the structures and associated facilities located on the Property as identified in the Baseline Documentation Report. Additional structures must be approved in writing by Grantee prior to any construction. Grantee will approve any reasonable request for additional structures as long as the Total Impervious Surface Amount is not exceeded.

H. **Hunting.** The Grantor retains the right to observe, maintain, photograph, hunt, remove, and harvest wildlife of the Property as long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and as long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions.

In addition, Grantor retains the right to install portable hunting stands on the Property. As long as hunting stands are portable and not a permanent fixture built on the Property, the stands shall not count toward the Total Impervious Surface Amount.

I. **Hunting Lease.** Grantor retains the right to lease all or part of the Property for hunting, as long as the Property is maintained in a manner consistent with this Easement. The lessee

must agree to be bound by the terms of this Easement and the lease must explicitly reference the terms of this Easement.

J. Forestry Operations/Silviculture in Upland Areas of Property. Forestry (“Silviculture”) management and operations are permitted but shall only be conducted on the upland portion of the Property as shown on Exhibit “B” and designated as land cover codes _____. The Grantor may not convert this acreage to a more intensive use than conventional Silviculture activities would allow, including bedding. Unless otherwise defined herein, all Silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect and the following:

1. If pesticides or herbicides are used in forestry practices, follow the measures in Florida’s Silviculture Best Management Practices Manual and adhere strictly to label restrictions.
2. Fertilizer applications are limited to 40 pounds of nitrogen per acre per year.

In the event the timber in the wetlands is damaged by natural disaster, fire, infestation or the like, Grantor, with the approval of the Grantee’s Asset Management Division Director, may cut and remove such damaged timber to protect the remaining timber. In such event, the Grantor shall restore and reforest the area from which such timber is removed. All costs for cutting, removal, restoration and reforestation shall be at the expense of the Grantor and the Grantor shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

Grantor shall provide Grantee a GIS shape file, or at a minimum, a web-based aerial photograph map delineating the boundaries of any timber harvest once the harvest is completed. Timber harvest includes any thinning or clear-cut conducted on the Property, including removal of damaged timber due to a natural disaster. Unless otherwise defined herein, all silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition.

K. Roads, Ditches, and Improvements. Anything herein to the contrary notwithstanding, Grantor retains the right to repair and maintain existing roads, repair bridges, culverts, and drainage structures or other structures that exist on the Property as of the date hereof as long as the character of the improvements is not substantially changed. Grantor shall also have the right to install and construct new roads composed of impervious surface as long as the Total Impervious Surface Acreage (defined below) is not exceeded.

Furthermore, Grantor retains the right to develop and install a series of unimproved, forest management roads and firelines necessary for the safe and efficient management of its uplands. Typical unimproved road construction and fireline installation and maintenance may include disking, plowing, grading, excavating and the limited application of clay, gravel, limerock, shell or other like material as needed in problem areas. Grantor shall submit an unimproved forest management road and fireline plan to Grantee for its approval before undertaking any activities. Grantee will approve any reasonable request.

- L. **Fencing.** Grantor retains the right to repair existing fence and install fencing on the Property. Fencing shall avoid wetland areas and Grantor shall submit a map or drawing delineating the location of the proposed fencing to Grantee for its approval prior to construction. Grantee will approve any reasonable request.
- M. **Signs.** Signs that prohibit hunting or trespassing and signs marketing or identifying the property are allowed. Grantor shall submit in writing a request for construction of any other type of sign to Grantee for its approval prior to construction of such signs. Grantee will approve any reasonable request.
- N. **Access.** Grantor retains the right to control access, including fences and gates to the Property. Grantor will furnish Grantee keys and information needed to gain access through locked gates. This Easement does not convey any rights to the public for physical access to the Property.
- O. **INTENTIONALLY OMITTED.**
- P. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.
- Q. **Prescribed Burning.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.
- R. **Trails.** Grantor retains the right to maintain existing trails in the upland portion of the property. In addition, Grantor retains the right to build new trails in the upland portion of the property.
- S. **INTENTIONALLY OMITTED.**
- T. **Mowing and Mulching.** Grantor may engage in mowing and mulching activities in the upland portion of the property.
- U. **INTENTIONALLY OMITTED.**
- V. **Restoration.** Grantor retains the right to restore the existing natural upland communities on the Property, as depicted in the Baseline Documentation Report, to its native condition by engaging in activities that may include, but are not limited to, removal of invasive non-native plant and animal species, implementation of prescribed fire, and the reintroduction of native plant and animal species, which includes gopher tortoise relocation, in consultation with qualified public or private land management agencies. Additionally, Grantor may prepare and implement an upland and wetland restoration plan on those portions of the Property that have been altered by past activities in consultation with

qualified public or private land management agencies with the approval of the Northwest Florida Water Management District.

In addition, Grantor shall be allowed to conduct biomass chipping to clear and remove offsite hardwood trees such as water oak, laurel oak and sweetgum in the uplands to further restoration efforts on the Property. This activity will include cutting, chipping and removing smaller offsite trees as listed above from the Property yet leaving large live oaks and pines and other desirable tree species.

Grantor shall obtain and comply with all local and state regulatory agencies having jurisdiction and obtain all necessary permits for such activities.

W. Approvals. The Grantee may take any action on any request by Grantor for approval or consent under this Easement in its reasonable discretion.

4. RIGHTS GRANTED TO GRANTEE. To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

- A. The right to protect and preserve the conservation values of the Property.
- B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred on the Property from other property.
- C. The right of ingress and egress to the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.
- D. The right to prevent any activity on or use of the Property that is inconsistent with the conservation purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost. Grantor is hereby required to timely communicate with Grantee to minimize potential inconsistent activities occurring and facilitate the widest possible use of the property consistent with the purposes of this Easement.

- E. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.
 - F. The right to limit the total amount of impervious surface allowed on the Property, which is hereby expressly limited to 500 square feet (the “Total Impervious Surface Amount”).
- 5. PROHIBITED ACTIVITIES AND USES.** Without limiting the generality of the foregoing, the following activities and uses on or of the Property are expressly prohibited or restricted:
- A. **Subdivision.** There shall be no subdivision of the Property.
 - B. **Construction.** There shall be no construction except as allowed in the Rights Reserved to Grantor provision of this Easement.
 - C. **Construction of Roads.** There shall be no construction of new roads, or improvement by hard surfacing or building up, or expansion of the number of lanes in, existing roads except as allowed in the Rights Reserved to Grantor provision of this Easement.
 - D. **Conversion of Wetland, Water Retention Areas and Karst Features.** There shall be no conversion to other land uses or more improved uses of areas identified in the Baseline Documentation Report as wetlands, water retention areas and karst depressions or other features connected to spring conduits.
 - E. **Waters, Hydrology and Drainage.** There shall be no activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.
 - F. **Dumping.** There shall be no dumping or placement of any soil, trash, solid or liquid waste (including sludge and biowaste), or offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants. This prohibition shall not be construed to include reasonable amounts of legal waste generated as a result of allowed activities.
 - G. **Exotic Plants.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event Grantor fails to adequately manage, control and prevent the spread of nuisance exotics or non-native plants on the Property after timely notification by Grantee, Grantee may, at its discretion, undertake and conduct management and control efforts to prevent the spread of nuisance exotics or non-native plants on the Property on behalf of Grantor and Grantor shall be liable for reimbursing Grantee for such management and control expenditures.

- H. **Exotic Animals.** There shall be no placement of any type of exotic animal or an animal that is not native to Florida without the prior written permission of Grantee. Such requests will be considered in consultation with the FWC. However, the decision of whether or not to grant permission shall be in Grantee's sole discretion.
- I. **Archaeological Sites.** There shall be no acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites on the Property of architectural, archaeological, cultural or historical significance, unless authorized or approved by the appropriate governmental officials having jurisdiction.
- J. **Minerals Removal.** There shall be no excavation of any kind, including but not limited to, exploration for or dredging, extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, dirt, soil or other material, which affects the surface of the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- K. **Cutting Timber in Wetland Areas.** There shall be no cutting or removing existing timber in the wetlands of the Property except as allowed in paragraph 3.J., there shall be no conversion of said wetlands and there shall be no bedding conducted on the Property. Grantee shall have complete timber rights in the wetlands as shown on Exhibit "B" except as stated in paragraph 3.J..
- L. **Improved Pasture.** There shall be no conversion of the Property to improved pasture.
- M. **Cattle or Other Livestock.** There shall be no type of cattle or other livestock production conducted on the Property
- N. **Mowing and Mulching.** There shall be no mowing and mulching activities except as allowed in the Rights Reserved to Grantor section of this Easement.
- O. **Pesticides, Herbicides and Fertilizers.** There shall be no application of fertilizers, pesticides and herbicides in excess of such amounts and such frequency of application that constitute the minimum necessary to perform noxious weed control and habitat enhancement and restoration, and provided that such chemicals are applied by non-aerial means. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor shall request permission of Grantee to utilize any pesticide, herbicide or fertilizer on the Property. Grantee will approve any reasonable request. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with the current and applicable Florida Department of Agriculture and Consumer Services Best Management Practices (BMP's). Application or release of any chemicals, fertilizers, pesticides or herbicides shall not occur within a 100-foot buffer around wetlands, sinkholes and other karst features that are connected to spring conduits.

- P. **Vegetable and Agronomic Crops.** There shall be no vegetable or agronomic crop activities on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- Q. **Trails.** There shall be no trails on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- R. **Residential Use.** No residences or supporting buildings, amenities or driveways shall be constructed on the Property.
6. **BASELINE DOCUMENTATION.** A map of the Property documenting the relevant features of the Property dated _____, is attached hereto as Exhibit “B” and provides a representation of the Property which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation, which is determined by the Grantee, shall serve as an accurate representation of the physical, ecological and biological condition of the Property at the time of this Easement, against which compliance with this Easement will be based. The Baseline Documentation will be placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall utilize the Baseline Documentation to resolve such controversy.
7. **DURATION OF EASEMENT.** This Easement shall be perpetual and shall be to the Grantee and its successors and assigns forever. Grantee shall be permitted to transfer its interest herein to any other government body or agency whose purposes include conservation of land or water areas, or the preservation of sites or properties. Grantee agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance, set forth in the recitals herein. The rights granted to Grantee and the covenants agreed to by Grantor herein shall not only be binding upon the Grantor but also upon its agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
8. **GRANTOR WARRANTY.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property and will warrant and defend Grantee’s interest in the Property created by this Easement against the lawful claims of all persons.
9. **MODIFICATION.** This Easement may be modified only by written, and signed agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06, Florida Statutes (2024), as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Property is located.
10. **NOTICES.** Any notice, demand, consent, or communication that either party is required

to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered, certified or electronic mail, postage prepaid, addressed as follows:

To the Grantor: Hickory Preserve, Inc.
c/o Mr. Neil Jones
3862 Imaginary Road
Tallahassee, FL 32309

To the Grantee: Northwest Florida Water Management District
c/o Director, Division of Asset Management
81 Water Management Drive
Havana, Florida 32333

With a copy to: Pennington, P.A.
c/o J. Breck Brannen, Esq.
215 South Monroe Street, 2nd Floor
Tallahassee, Florida 32301
Email: breck@penningtonlaw.com

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three days from the date of mailing, if delivered by registered or certified mail.

11. CONTINUING DUTY. Grantor and Grantee recognize and acknowledge the natural, and hydrological significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.

12. PRE-SUIT MEDIATION. From time to time the terms and conditions of this Easement will require the parties to reach agreement on certain plans and courses of action described and contemplated herein. The parties agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, the parties fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to pre-suit mediation as set forth below.

Prior to instituting any action or suit in any court of any jurisdiction, any dispute relating to the terms and provisions of this Easement shall first be the subject of a demand for pre-suit mediation served by the aggrieved party. Pre-suit mediation proceedings must be

conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. A judge may not consider any information or evidence arising from the pre-suit mediation proceeding except in a proceeding to impose sanctions for failure to attend a pre-suit mediation session or to enforce a mediated settlement agreement. Persons who are not parties to the dispute may not attend the pre-suit mediation conference without the consent of all parties, except for counsel for the parties and corporate representatives designated by the parties.

Service of the demand to participate in pre-suit mediation shall be effected by sending a letter by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address of the responding party as set forth herein. The responding party has 20 days from the date of the mailing of the demand to serve a response to the aggrieved party in writing. The response shall be served by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address shown on the demand.

Notwithstanding the foregoing, once the parties have agreed on a mediator, the mediator may schedule the mediation for a date and time mutually convenient to the parties. The parties shall share the costs of pre-suit mediation equally, including the fee charged by the mediator, if any, unless the parties agree otherwise, and the mediator may require advance payment of its reasonable fees and costs. The failure of any party to respond to a demand or response, to agree upon a mediator, to make payment of fees and costs within the time established by the mediator, or to appear for a scheduled mediation session without the approval of the mediator, shall constitute the failure or refusal to participate in the mediation process and shall operate as an impasse in the pre-suit mediation by such party, entitling the other party to proceed with litigation and to seek an award of the costs and fees associated with the mediation. Additionally, notwithstanding the provisions of any other law or document, persons who fail or refuse to participate in the entire mediation process may not recover attorney's fees and costs in subsequent litigation relating to the dispute.

If any pre-suit mediation session cannot be scheduled and conducted within 90 days after the demand for mediation was served, an impasse shall be deemed to have occurred unless both parties agree to extend this deadline. If pre-suit mediation as described herein is not successful in resolving all issues between the parties, the parties shall proceed with any and all courses of action available at law or in equity.

13. INSPECTION AND ENFORCEMENT. Grantee and its agents and employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Property in a reasonable manner and at reasonable times to enforce compliance with the covenants herein which are enforceable by proceedings at law or in equity in accordance with the affirmative rights of Grantee set forth herein. No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render

the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

To document land management activities over time for the Property's various land use/cover types and to monitor compliance with the terms and conditions of this Easement, the Grantee may install 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by Grantee. Each fixed photo-point location will be permanently identified via GPS coordinates. Identifying markings, e.g. paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points,.

The number of 360 degree fixed photo-points on the Property will be determined at the discretion of the Grantee and located in such a manner as to not unreasonably interfere with Grantor's allowable uses of the Property nor shall they be located in such a manner to detract from the aesthetics of the Property. The location and number of installed 360 degree fixed photo-points on the Property does not preclude Grantee from obtaining additional photographic documentation of the Property to monitor compliance with the terms and conditions of this Easement.

14. LIMITED USE OF THE PROTECTED PROPERTY. This Easement and the covenants herein are subject to the express understanding that the Property may be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor with respect to the Property are only those specifically stated herein.

15. TRANSFER OF RIGHTS BY GRANTEE OR GRANTOR.

Grantor agrees to notify Grantee of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate this Easement, by specific reference to this Easement's Public Records recording information, in the transfers of any interest in all or a portion of the Property, including, without limitation, a leasehold or other possessory interest. In the event of a subdivision of ownership of the Property, the deed of conveyance shall allocate Grantor's rights reserved herein between or among, as applicable, the Grantor and the new Property owner(s). The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Leon County, Florida.

16. HAZARDOUS WASTES. Should Grantor at any time during existence of this Easement deposit, place or release on the Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all

claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or damage to the Property, due to the release or alleged release of a hazardous waste on or under the Property, or gaseous emissions from the Property and other conditions on the Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.

- 17. ATTORNEYS' FEES.** If either party brings suit to enforce any provision of this Easement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in trial, appeal or otherwise.
- 18. SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
- 19. RIGHT OF FIRST REFUSAL.** In the event Grantor desires to sell or transfer the Property or any ownership interest in the Grantor to a third party not a lineal descendant of the principals of (remove if Grantor is an individual) or Grantor, Grantor does hereby give to Grantee the exclusive right of a first refusal to acquire Grantor's interest in the Property under the same terms and conditions as offered to a third party. Such offers shall be made in writing to Grantee setting forth specifically the terms and conditions and Grantee shall have 90 days after receipt of the written notice within which to accept or reject the offer. Should Grantee accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee decline the offer, then Grantor shall have one year within which to transfer the Property to a third party under the same terms and conditions. If the transfer is not completed within the one year period of time, Grantor shall be required to offer the Property to Grantee prior to any subsequent transfer to a third party. In the further event the Property is transferred by Trust or from an estate to a third party not a lineal descendant of Grantor, then the Property shall be offered under the above terms for cash, with Grantor paying all closing costs, at a price to be determined by the Grantor and Grantee and should they be unable to agree, the price shall be at a value determined by an appraiser selected by the Chief Judge of the Second Judicial Circuit of Florida acting upon a petition filed by either party.
- 20. CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of taking, the Grantor and Grantee shall divide the proceeds in accordance with state law or the agreement of the parties. The provisions of this paragraph are in addition to and not in restriction of any rights the parties have at common law.

- 21. INDEMNIFICATION.** Grantor shall indemnify, defend and hold Grantee and all Grantee’s agents, employees and officers harmless from and against any and all liabilities, loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys’ fees and costs at the trial level and attorneys’ fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Property. This provision does not constitute a waiver of Grantee’s sovereign immunity under Section 768.28, Florida Statutes (2024), or extend Grantee’s liability beyond the limits established in Section 768.28, Florida Statutes (2024).
- 22. SEVERABILITY.** A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.
- 23. INTENTIONALLY OMITTED.**
- 24. NO WAIVER OF REGULATORY AUTHORITY.** Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor’s activities.
- 25. UNITY OF INTEREST.** Grantee shall not be obligated, by virtue of multiple Grantor’s with interest in the Property, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantors’ rights, remedies and functions under this Easement shall be by and through a “Coordinating Representative”, including without limitation, the Right of First Refusal. _____ (fill in name, if and when applicable) shall be designated as the Coordinating Representative until such time as notice of a substitute Grantor is provided to Grantee.
- 26. EXISTING MORTGAGE.** Farm Credit of Northwest Florida, the owner and holder of that certain mortgage recorded at O.R. Book 6011, Page 289, in the Public Records of Leon County, Florida, Miccosukee Land Co-op, Inc., the owner and holder of that certain unsecured loan to Grantor dated _____, and Donald L. Braegger, the owner and holder of that certain unsecured loan to Grantor dated _____, joins in and consents to, and subordinates its mortgage to, this Easement as set forth in the Joinder, Consent and Subordination attached hereto as Exhibit “C” and incorporated herein.
- 27. AD VALOREM TAXES.** Grantor agrees to make timely payment of all ad valorem taxes and non-ad valorem assessments on the Property. Grantee shall cooperate with the Grantor, if applicable and requested by Grantor, in establishing that the Property was used for a bona fide agricultural purpose including, but not limited to, providing evidence and

testimony to the property appraiser and value adjustment board.

28. RELATIONSHIP OF PARTIES. This Easement shall not create a joint venture or partnership relationship between the Parties.

29. NOTICE OF VIOLATION. In the event of violation of any of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law.

30. GOVERNING LAW; VENUE. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of this Easement shall be in Leon County, Florida, and if in federal court, shall be exclusively in the Northern District of Florida, Tallahassee Division.

31. ENTIRE AGREEMENT. This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be modified except pursuant to Section 12.

IN WITNESS WHEREOF, the parties or the lawful representatives of the parties hereto have caused this Easement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR
HICKORY PRESERVE, INC.

By: _____

Print Name: _____

Print Name: _____

Address: _____

Its: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2026, by (name of person acknowledging), who is personally known to me or who has produced (type of identification) as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

Signed, sealed and delivered

GRANTEE

in the presence of:

NORTHWEST FLORIDA WATER

MANAGEMENT DISTRICT

Print Name: _____

Address: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by Lyle Seigler, Executive Director, who is personally known to me or who has produced _____ as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

EXHIBIT "A"

(legal description)

The Land referred to herein below is situated in the County of LEON, State of Florida, and is described as follows:

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY; COMMENCE AT A FOUND 4X4 CONCRETE MONUMENT #732 MARKING THE SOUTHWEST COMER OF THE NORTHWEST QUARTER OF SECTION 3. TOWNSHIP 1 NORTH, RANGE 2 EAST, AND RUN NORTH 89 DEGREES 20 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 370.62 FEET TO A SET 5/8" IRON ROD AND CAP #8393 MARKING THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE NORTH 89 DEGREES 20 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 1623.58 FEET TO A FOUND 4X4 CONCRETE MONUMENT #732. THENCE NORTH 00 DEGREES 22 MINUTES 58 SECONDS WEST FOR A DISTANCE OF 2546.37 FEET TO A FOUND 4X4 CONCRETE MONUMENT #732 LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MICCOSUKEE ROAD, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 42 MINUTES 01 SECONDS WEST FOR A DISTANCE 316.22 FEET TO A FOUND 4X4 CONCRETE MONUMENT MARKING A POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE ALONG SAID RIGHT-OF-WAY AND SAID CURVE HAVING A RADIUS OF 872.70 FEET, THROUGH A CENTRAL ANGLE OF 22°22'02", FOR AN ARC LENGTH OF 340.68 FEET (CHORD BEARS S 77°38'34" W. 338.52 FEET) TO A FOUND 4X4 CONCRETE MONUMENT #732; THENCE LEAVING SAID RIGHT-OF-WAY RUN SOUTH 00 DEGREES 12 MINUTES 57 SECONDS EAST FOR A DISTANCE 140.74 FEET TO A FOUND 4X4 CONCRETE MONUMENT; THENCE SOUTH 61 DEGREES 42 MINUTES 47 SECONDS WEST FOR A DISTANCE OF 1242.54 FEET TO A FOUND 4X4 CONCRETE MONUMENT; THENCE NORTH 02 DEGREES 55 MINUTES 32 SECONDS EAST FOR A DISTANCE OF 40.15 FEET TO A FOUND 4X4 CONCRETE MONUMENT; THENCE SOUTH 61 DEGREES 19 MINUTES 50 SECONDS WEST FOR A DISTANCE OF 75.01 FEET TO A FOUND 4X4 CONCRETE MONUMENT; THENCE NORTH 00 DEGREES 18 MINUTES 40 SECONDS WEST FOR A DISTANCE OF 99.96 FEET TO A FOUND 4X4 CONCRETE MONUMENT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF MICCOSUKEE ROAD: THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 60 DEGREES 26 MINUTES 13 SECONDS WEST FOR A DISTANCE OF 211.54 FEET TO A FOUND 4X4 CONCRETE MONUMENT #1254 MARKING A POINT OF INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF MICCOSUKEE ROAD AND THE WEST BOUNDARY LINE OF SAID SECTION 3: THENCE LEAVING SAID RIGHT-OF-WAY RUN ALONG SAID SECTION LINE SOUTH 00 DEGREES 22 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 1411.97 FEET TO A SET 5/8" IRON ROD AND CAP #8393; THENCE NORTH 89 DEGREES 20 MINUTES 36 SECONDS EAST FOR A DISTANCE OF 370.62 FEET TO A SET 5/8" IRON ROD AND CAP #8393: THENCE SOUTH 00 DEGREES 22 MINUTES 56 SECONDS EAST FOR A DISTANCE OF 353.26 FEET TO THE POINT OF BEGINNING, CONTAINING 96.71 ACRES, MORE OR LESS.

EXHIBIT “B”

(baseline documentation map)

EXHIBIT "C"

MORTGAGEE JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Farm Credit of Northwest Florida, the owner and holder of a mortgage dated December 4, 2024, in the original principal amount of \$800,000.00, given by Hickory Preserve, Inc. ("Grantor") to Farm Credit of Northwest Florida ("Mortgagee"), encumbering the real property described on Exhibit "A" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book 6011 at Page 289, (together with that certain Assignment of Leases and Rents recorded in Official Records Book 6011, at Page 289, of the Public Records of Leon County, Florida ("Mortgage")), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by Hickory Preserve, Inc., in favor of Northwest Florida Water Management District, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Mortgagee Joinder, Consent and Subordination is made this _____ day of _____, 2026.

By: _____

(Signature)

(Mortgagee)

Name: _____

Title: _____

(Print)

WITNESSES:

By: _____

(Signature)

By: _____

(Signature)

Name: _____

(Print)

Name: _____

(Print)

Address: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____ (print name), as _____ (title) of _____ (Mortgagee), on behalf of said. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

LENDER JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Miccosukee Land Co-op, Inc., the owner and holder of an unsecured loan dated _____, in the original principal amount of \$100,000.00 (“Loan”), given by Hickory Preserve, Inc. (“Borrower”) to Miccosukee Land Co-op, Inc. (“Lender”), hereby joins in, consents to and subordinates any lien of its Loan, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by Hickory Preserve, Inc., in favor of Northwest Florida Water Management District, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Loan shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Lender Joinder, Consent and Subordination is made this _____ day of _____, 2026.

By: _____
(Signature) (Lender)

Name: _____

Title: _____

(Print)

WITNESSES:

By: _____ By: _____
(Signature) (Signature)

Name: _____

Name: _____

(Print)

(Print)

Address: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____ (print name), as _____ (title) of _____ (Lender), on behalf of said. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

LENDER JOINDER, CONSENT AND SUBORDINATION

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Donald L. Braegger, the owner and holder of an unsecured loan dated _____, in the original principal amount of \$350,000.00 (“Loan”), given by Hickory Preserve, Inc. (“Borrower”) to Donald L. Braegger (“Lender”), hereby joins in, consents to and subordinates any lien of its Loan, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement, executed by Hickory Preserve, Inc., in favor of Northwest Florida Water Management District, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Loan shall be subject and subordinate to the Conservation Easement.

IN WITNESS WHEREOF, this Lender Joinder, Consent and Subordination is made this _____ day of _____, 2026.

By: _____
(Signature) (Lender)

Name: _____
Title: _____
(Print)

WITNESSES:

By: _____
(Signature) (Signature)

Name: _____
(Print) (Print)

Address: _____ Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____ (print name), as _____ (title) of _____ (Lender), on behalf of said. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

(Signature)

(Name)

My Commission Expires: _____

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andrew Joslyn, Deputy Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: January 26, 2026

SUBJECT: Consideration of Acceptance of Appraisals and Approval of Purchase and Sale Agreement for the Purchase of Conservation Easement on the Successor Trustee of the Dottie Ann West Revocable Living Trust Agreement dated September 28, 2001 Parcels; Holmes Creek

Recommendation

Staff recommends the Governing Board:

1. Accept the appraisals prepared by Carlton Appraisal Company and Bell, Griffith and Associates, Inc. and review appraisal prepared by Carroll Appraisal Company, Inc. for the West Parcels in Washington County; and
2. Approve the Purchase and Sale Agreement and authorize the Executive Director to execute the Purchase and Sale Agreement and all closing documents on behalf of the District, subject to the terms and conditions of the Agreement, approval of the Agreement by legal counsel, and subject to availability of funds in the FY 2025-26 budget.

Background

Staff obtained two appraisals and a review appraisal for the less-than-fee simple (conservation easement) purchase of the Successor Trustee of the Dottie Ann West Revocable Living Trust Agreement dated September 28, 2001 (West parcels). The appraisals were prepared by Carlton Appraisal Company and Bell, Griffith and Associates, Inc. and the review appraisal was prepared by Carroll Appraisal Company, Inc. The above-named appraisers are on the Department of Environmental Protection's approved appraiser list.

The Seller accepted staff's offer and staff proposes the acquisition as outlined in the Purchase and Sale Agreement. The Seller has signed the Purchase and Sale Agreement. The acquisition will include the less-than-fee simple purchase (conservation easement) of 486.4 acres +/- in

Washington County located west of Highway 277 as shown on the attached maps from the Successor Trustee of the Dottie Ann West Revocable Living Trust Agreement dated September 28, 2001. These parcels, located along Holmes Creek in Washington County, are located east of District fee simple ownership, south of a District conservation easement and will form a corridor protecting Holmes Creek and associated springs, if approved. This parcel is located in the Cypress Spring Groundwater Contribution Area.

Purchase Price. The purchase price negotiated by staff for the conservation easement on 486.4 acres +/- is \$500,000. The purchase price does not include closing costs.

The purchase of this parcel will be funded with a legislative appropriation through a DEP Grant for springs protection. Adequate funding is budgeted in the FY 2025-26 budget for this acquisition.

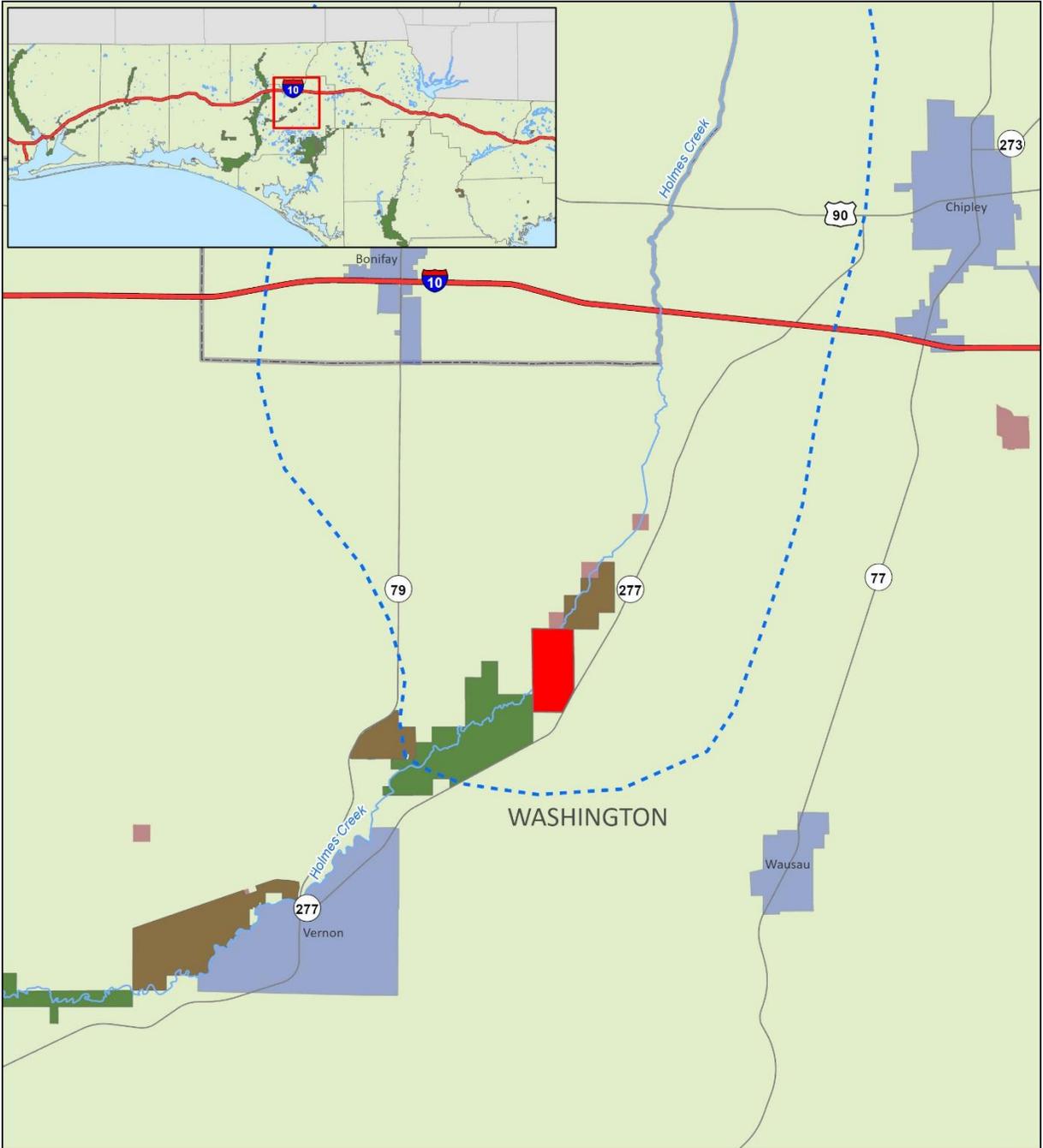
Appraisal. The District paid for the appraisals and review appraisal at a total cost of \$13,224.

Boundary Map/Acreage Certification with Delineation of Mean High-Water Line. The District will have a boundary map/acreage certification prepared on these parcels which will include the delineation of the Mean High-Water Line due to the significant frontage on both sides of Holmes Creek, not to exceed \$15,108.

Environmental Site Assessment and Baseline Documentation Report. The District will pay for the environmental site assessment (\$3,400) and baseline documentation report (\$5,400), not to exceed a total of \$8,800.

Title Insurance. The District will pay for the cost of the title exam and premium estimated at \$2,650 and recording fees estimated not to exceed \$190. The Seller will pay for documentary stamps, cost of recording any corrective documents, ad valorem taxes to date of closing, and any assessments to date of closing.

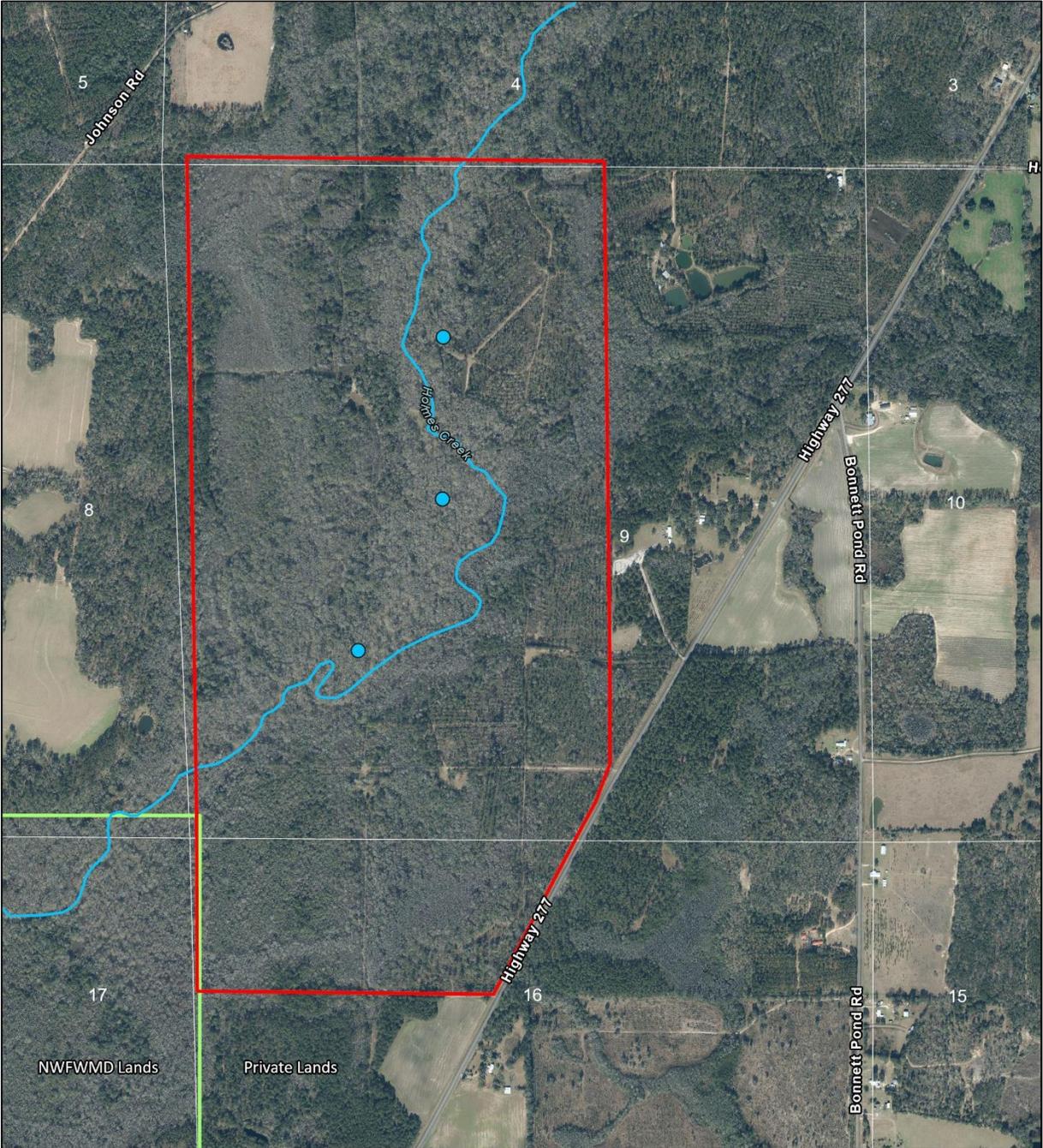
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General Location Map
 Dorothy West Trustee
 Choctawhatchee River / Holmes Creek Water Management Area
 Township 3N, Range 13W, Sections 9 & 16
 Washington County, Florida
 486.4 Acres

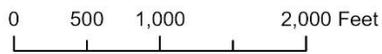
- Dorothy West Trustee
- NFWMD Owned Lands
- NFWMD Conservation Easements
- State Lands
- Incorporated Areas
- Cypress Spring GWCA

0 1 2 4 Miles



- Dorothy West Trustee
- NFWMD Owned Lands
- Springs

Dorothy West Trustee
 Choctawhatchee River / Holmes Creek Water Management Area
 Township 3N, Range 13W, Sections 9 & 16
 Washington County, Florida
 486.4 Acres



PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement"), is made this _____ day of _____, 2026, between **SUCCESSOR TRUSTEE OF THE DOTTIE ANN WEST REVOCABLE LIVING TRUST AGREEMENT DATED SEPTEMBER 28, 2001**, whose mailing address is 540 County Road 46, Hollywood, AL 35752, referred to herein as "Seller", and the **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, whose address is 81 Water Management Drive, Havana, FL 32333, referred to herein as "Purchaser".

1. **Purchase and Sale/The Property.** Seller agrees to sell and Purchaser agrees to purchase a perpetual conservation easement through, across, upon and under that certain real property located in Washington County, Florida, more particularly described in **Exhibit A** hereto (the "Property"), in accordance with the terms and provisions of this Agreement.

2. **Interest Conveyed.** At the closing of the transaction contemplated by this Agreement (the "Closing"), Seller will execute and deliver to Purchaser a perpetual, enforceable conservation easement, as set forth in **Exhibit B**, free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other encumbrances, except those specifically provided for herein or otherwise agreed to by Purchaser, the lien of ad valorem taxes for the year of closing that are not yet due and payable, local zoning and land use regulations, and existing road rights of way. The conveyance will include legal access to the Property.

3. **Purchase Price.** The Purchase Price for the property (the "Purchase Price") will be Five Hundred Thousand and 00/100 Dollars (\$500,000.00).

4. **Adjustment of Purchase Price.** The Purchase Price set out in paragraph 3 above is based on \$1,027.96053 per acre ("Acre Price") for an estimated 486.4 acres. The Purchase Price shall be adjusted and the final adjusted purchase price (the "Adjusted Purchase Price") shall be obtained by multiplying the lower of the Acre Price or the District-approved acre value by the acreage shown on the survey to be obtained under the provisions of paragraph 6 of this Agreement. The Acre Price set forth above shall not decrease unless the Acre Price is in excess of the District-approved acre value. The Seller acknowledges that the District-approved acre value and the amount of acreage depicted on the survey may vary substantially from the Acre Price and the estimated number of acres described above. In the event the results of the survey determine that the total acreage of the Property is more than 486.4 acres or less than 486.4 acres, the Purchase Price shall be adjusted upward or downward by multiplying the Acre Price of \$1,027.96053 by the acreage shown on the survey; provided, however, that the Adjusted Purchase Price shall not exceed the District-approved value regardless of the final acreage determination, and that the District-approved value is equal to or greater than the adjusted Purchase Price. Seller agrees to give Purchaser reasonable time (no more than 30 days after receipt of the survey) to present any upward adjustment to its Governing Board for approval, if necessary.

The foregoing provisions of this Paragraph 4 notwithstanding, in the event the Acre Price decreases below \$1,027.96053, then Seller shall have the option to either terminate this Agreement

or proceed to Closing at the reduced Acre Price. Seller shall notify Purchaser in writing of its decision within ten (10) days of Seller's receipt of notice of the reduced Acre Price.

5. **Title Insurance.** Purchaser will order a title examination and a commitment to insure title in the amount of the purchase price, and the cost of the examination and premium for which shall be borne by Purchaser. If Purchaser notifies Seller of any objections to title, then Seller shall cure all such objections on or before the date of Closing. To the extent such an objection consists of a lien or mortgage securing a monetary obligation which was created or suffered by Seller or any party claiming by, through or under Seller, Seller will be required to use the cash portion of the Purchase Price to cure any such objection. If such objections are not so cured, then Purchaser may terminate this Agreement without any further liability whatsoever. Seller will execute such instruments as will enable the title insurer to delete the standard exceptions from the title insurance commitment referring to (a) ad valorem taxes, (b) unrecorded construction liens, (c) unrecorded rights or claims of persons in possession, (d) survey matters, (e) unrecorded easements or claims of easements, and (f) the matters arising between the effective date of the commitment to insure title and the recording of the Seller's deed to Purchaser.

6. **Boundary Map/Acreage Certification.** Purchaser will obtain a current boundary map/acreage certification of the Property acceptable to Purchaser. Purchaser shall have the right to object to any matters reflected on the boundary map/acreage certification, and such objections shall be treated in the same manner as an objection to title. The cost of the boundary map/acreage certification shall be borne by Purchaser.

7. **Environmental Matters.** Purchaser will order an environmental assessment to be certified to Purchaser, covering the Property. Purchaser shall have the right to object to any matters reflected on the environmental assessment, and such objections shall be treated in the same manner as an objection to title. In the event an estimate of the cost of clean-up of the hazardous materials made in good faith exceeds a sum equal to 5% of the purchase price, the Seller may elect to terminate this Agreement. If Seller notifies Purchaser that it elects not to cure any such objection on the basis of excessive clean-up costs as herein defined, or if Seller fails to complete all necessary clean-up, removal or remediation within sixty (60) days after receipt of written notice of such objection, Purchaser will have the option either to (a) terminate this Agreement and neither party hereto will have any further rights or obligations hereunder, or (b) delete the portion of the Property as it may reasonably be determined to be subject to such contamination from the Property to be conveyed hereunder and the Purchase Price shall be adjusted for such reduction. The cost of the environmental assessment shall be borne by Purchaser.

For the purposes of this Agreement "hazardous materials" will mean any hazardous or toxic substance, material or waste of any kind or other substance which is regulated by any Environmental Laws. "Environmental Laws" will mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions, relating to environmental hazardous materials including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S.

Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the Northwest Florida Water Management District, now or at any time hereafter in effect.

Seller warrants and represents to Purchaser that to the best of Seller's knowledge and belief:

(a) No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

(b) No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

(c) The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

(d) There are no underground storage tanks on or about the Property and Seller has no knowledge of the presence of radon gas on the Property.

(e) There has not been, in respect to the Property (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

(f) There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws, or would subject the owner of the Property to penalties, damages, or injunctive relief.

(g) Seller is not presently subject to any judgment, decree or citation relating to or arising out of the Environmental Laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws.

8. **Closing Documents.** Closing is subject to availability of funding from Northwest Florida Water Management District in the fiscal year of closing. The Closing will take place on or before May 29, 2026, at the Law Offices of Pennington, P.A., 215 South Monroe Street, 2nd Floor, Tallahassee, Florida 32301, at 2:00 p.m. E.T. The parties agree to close this transaction as soon as reasonably possible, after all of the requirements of this Agreement have been met, even if earlier than May 29, 2026. The closing date may be extended by notice from Purchaser for objections to title, survey, environmental audit, or any other documents required to be provided or completed and executed by Seller. Closing is subject to the availability of funding from Northwest Florida Water Management District in the fiscal year of Closing.

Seller will be responsible for submitting, in a form substantially similar to that attached hereto as **Exhibit C**, a Title Possession and Lien Affidavit, and **Exhibit B**, a Conservation Easement. The cost of document preparation shall be borne by Purchaser.

9. **Baseline Documentation**. Purchaser will order a baseline documentation report covering the Property. A baseline documentation report provides a map of the property documenting the relevant features of the subject property and provides representation of the subject property which is intended to serve as an objective information baseline for monitoring compliance with the terms of the grant of the Conservation Easement attached as **Exhibit B**. Purchaser shall have the right to object to any matters reflected on the baseline documentation report. The baseline documentation report shall serve as an accurate representation of the physical, ecological and biological condition of the Property. The baseline documentation report will be placed and retained on file with the Purchaser as a public record and a copy will be provided to the Seller at closing. The cost of the baseline documentation report shall be borne by Purchaser.

10. **Expenses/Taxes and Assessments**. Seller will pay documentary revenue stamp taxes associated with the conveyance of the Conservation Easement and the cost of recording all curative instruments and subordinations. The cost of recording the conservation easement shall be borne by Purchaser. Each party shall bear their own attorney fees.

The real estate taxes and assessments allocable to Seller's period of ownership of the Property during the tax year in which the Closing occurs will be satisfied of record by Seller at the Closing. In the event Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer based upon the current assessment and millage rates on the Property. In the event Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the County Tax Collector an amount equal to the taxes that are determined to be legally due and payable by the County Tax Collector.

The Seller shall be responsible for the payment of any and all real estate commissions associated with the sale and purchase of the Property, and the Seller hereby indemnifies the Purchaser against any and all claims of real estate commissions.

11. **Risk of Loss**. Seller assumes all risk of loss or damage to the Property prior to the date of Closing, and warrants that the Property will be transferred and conveyed to Purchaser in the same or substantially the same condition as it existed on July 21, 2025, ordinary wear and tear excepted, subject only to the provisions of this Agreement to the contrary.

Except for reasonable cutting designed to control forest infestation, during the term of this Agreement, Seller shall neither cut or remove nor permit the cutting or removal of any timber or trees which are included as part of the Property. If at any time prior to the Closing, the Property or any part thereof (including, but not limited to, any timber or trees which are included as part of the Property) is destroyed or damaged by fire or other casualty, then Purchaser, at its sole option, may elect either (a) to cancel this Agreement, whereupon neither party hereto shall have any further rights or obligations hereunder, or (b) to purchase the Property without a reduction in the Purchase Price and receive an assignment of any insurance proceeds received by Seller with respect to such

casualty. Nothing contained herein shall prevent the parties from proceeding to close the purchase and sale of the Property hereunder with a reduction in the Purchase Price to take into account such damage or destruction if the parties are able to mutually agree upon the amount of such reduction in the Purchase Price.

Seller agrees to clean-up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris from the Property to the reasonable satisfaction of Purchaser prior to the Closing.

12. **Seller's Representations, Warranties, Covenants and Agreements.** Seller represents, with the intent to induce Purchaser to enter into this Agreement and to purchase the Property, and with the understanding that Purchaser is relying upon the accuracy of such representations and that this Agreement is contingent upon and subject to the truth and accuracy of such representations and the full and complete satisfaction of such covenants and agreements, failing which Purchaser shall have the option of terminating this Agreement, that:

(a) As of the Closing, Seller shall have good and marketable title in fee simple to the Property, free and clear of all liens, leases and encumbrances, and free and clear of all restrictions, rights-of-way, easements, encroachments, exceptions and other matters affecting title except for those shown on the title commitment procured by Purchaser.

(b) No person, firm or entity, other than Purchaser, has any rights in, or right or option to acquire, the Property or any part thereof, and as long as this Agreement remains in force, Seller will not, without Purchaser's prior written consent, lease, transfer, mortgage, pledge or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into or negotiate for the purpose of entering into, any agreement or amendment to agreement granting to any person or entity any such rights with respect to the Property or any part thereof.

(c) There are no parties in possession of any portion of the Property as lessees except for a hunting lease, tenants at sufferance, trespassers or otherwise and there are no liens, leases, subleases, surface or subsurface use agreements, or items or encumbrances affecting the Property that will not be removed prior to Closing.

(d) There has been no material or labor furnished for the Property for which payment has not been made and there are no mechanic's or materialman's liens or claims filed against the Property, and Seller has received no notices of any claims of non-payment or claims of liens by any contractors, subcontractors, suppliers, mechanics, materialmen or artisans with respect to any work performed on or materials furnished to the Property. Seller shall indemnify and hold Purchaser and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to periods of time prior to the Closing.

(e) There are no paving liens or assessments presently on or affecting the Property nor to the best of Seller's knowledge and belief are any such liens or assessments contemplated after Closing, and Seller shall be responsible for and hold Purchaser harmless

from all such currently existing obligations and all such contemplated obligations of which Seller is aware.

(f) There are no oil and gas exploration operations affecting the Property and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof, nor to the best knowledge and belief of Seller are any such operations or other matters contemplated by any person or entity whatsoever. There are no pending or threatened condemnation or similar proceedings or assessments affecting the Property or any part thereof, and to the best knowledge and belief of Seller, there are no such assessments or proceedings contemplated by any governmental authority.

(g) There are no taxes, assessments or levies of any type whatsoever that can be imposed upon and collected from the Property arising out of or in connection with the ownership and operation of the Property, or any public improvements in the general vicinity of the Property except for ad valorem taxes on the Property for the calendar year in which the Closing occurs.

(h) There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Seller or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are not such actions, suits, claims, litigation or proceedings contemplated. Seller agrees to indemnify and hold Purchaser harmless from and against any and all debts, expenses, claims, demands, judgments and/or settlements arising therefrom and to prevent the filing of any liens, lis pendens, or other encumbrances against the Property as a result thereof. In the event such liens or encumbrances are so filed, Seller shall cause the same to be canceled or discharged of record by bond or otherwise within five (5) days after written notice from Purchaser.

(i) No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof. The provisions of the Section shall not apply to any regular or nondiscriminatory local real estate or school taxes assessed against the Property.

(j) Seller shall take all actions reasonably required by the title insurer in order to consummate the transaction herein described.

(k) If Seller is a corporate entity, Seller is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to enter into and perform this Agreement. The execution of this Agreement, the consummation of the transactions herein contemplated, and the performance or observance of the obligations of Seller hereunder and under any and all other agreements and instruments herein mentioned to which Seller is a party have been duly authorized by requisite action and are enforceable against Seller in accordance with their respective terms. The individuals executing this

Agreement on behalf of Seller are authorized to act for and on behalf of and to bind Seller in connection with this Agreement.

(l) The Property is substantially in the same condition as existed on July 21, 2025. Since July 21, 2025, there has been no destruction or damage to the Property or any part thereof or any improvements, including timber or trees, thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

(m) All harvesting and timbering agreements affecting the Property have been effectively terminated by Seller and no party, other than Seller, has any right to conduct timbering operations on the Property or any right, title or interest in and to any timber located on the Property.

(n) From the Effective Date through the Closing, Seller shall promptly notify Purchaser of any material change, of which Seller has knowledge, with respect to the Property or any information heretofore or hereafter furnished to Purchaser with respect to the Property, including specifically, but without limitation, any such change which would make any portion of this Agreement, including, without limitation, the representations, warranties, covenants and agreements contained in this Section untrue or materially misleading; and

(o) Seller is not a “foreign person” as that term is defined in Section 1445-F of the Internal Revenue Code.

13. **Inspection/Possession.** Seller agrees that after the date of this Agreement, employees and agents of Purchaser and Consultants, including but not limited to the surveyor, shall have the right, upon reasonable prior notice to Seller, to enter the Property for all lawful purposes permitted under this Agreement. This right will end upon Closing or upon termination of this Agreement. On or before fifteen (15) days from the Effective Date hereof, Seller shall deliver to Purchaser copies of all materials relating to the Property in the possession of Seller or its agent or attorneys or which are reasonably accessible to any of such parties, including without limitation all aerial photographs, maps, charts, existing surveys, timber cruises, previous deeds, leases, reports, timber type maps, timber inventories, soil maps, and other papers relating to the Property.

14. **Assignment.** This Agreement may not be assigned by Seller without prior written consent of the Purchaser. This Agreement is assignable by Purchaser.

15. **Successors in Interest/References.** Upon Seller’s execution of this Agreement, Seller's heirs, legal representatives, successors and assigns will be bound by it. Upon approval of this Agreement by the Governing Board of Purchaser, Purchaser and its successors and assigns will also be bound by it.

Whenever used in this Agreement the singular shall include the plural, and one gender shall include all genders.

16. **Time.** Time is of the essence with regard to all dates and times set forth in this Agreement.

17. **Severability.** In the event any of the provisions of this Agreement are deemed to be unenforceable, the enforceability of the remaining provisions of the Agreement shall not be affected.

18. **Waiver.** Any failure by Purchaser to insist upon strict performance of any provision, covenant or condition of the Agreement by the other party hereto, or to exercise any right contained in this Agreement, will not be construed as a waiver or relinquishment for the future of any such provision, covenant, condition or right; and such provision, covenant, condition or right shall remain in full force and effect.

19. **Effective Date.** This Agreement, and any modification or amendment thereof, will be effective upon execution by the Purchaser's Governing Board.

20. **Addendum/Exhibits.** Any addendum attached to this Agreement that is signed by all the parties will be deemed to be a part of this Agreement. All Exhibits attached to this Agreement and referenced in this Agreement will be considered part of this Agreement.

21. **Notices to Parties.** Whenever either party desires or is required to give notice to the other party it must be given in writing, and either delivered personally, or by mail, facsimile transmission or overnight courier to the address of that party set forth below, or to such other address as is designated in writing by a party to this Agreement:

SELLER: Successor Trustee of the Dottie Ann West
Revocable Living Trust Agreement dated
September 28, 2001
540 County Road 46
Hollywood, AL 35752

PURCHASER: Northwest Florida Water Management District
81 Water Management Drive
Havana, FL 32333
ATTN: Mr. Danny Layfield, Director of the
Division of Asset Management

Seller's representative in matters relating to this Agreement will be Dave A. West. Purchaser's representative in matters relating to this Agreement will be the Director of the Division of Asset Management, a division of Purchaser. The effective date of any notice will be the date delivered personally, the date of mailing, facsimile transmission, or placement with an overnight courier, as the case may be.

22. **Survival.** All of the warranties, representations, indemnities, and obligations of Seller set forth in this Agreement as well as any rights and benefits of the parties contained herein

will survive the Closing and delivery of the deed and other documents called for in this Agreement, and shall not be merged therein.

23. **Conditions.** Purchaser's obligation to perform this Agreement by consummating the purchase herein provided for (regardless of when Closing occurs) is expressly made contingent and conditioned upon the following:

(a) No condemnation proceedings or any other matters which might have an adverse effect on the value of the Property shall be pending or threatened against the Property at the Closing;

(b) Purchaser shall have received and approved the boundary map/acreage certification, Title Commitment and Environmental Assessment provided for herein;

(c) All of the representations and warranties contained in Sections 7 and 12 hereof shall be true and accurate as of the Closing and all covenants contained in said Sections 7 and 12 shall have been performed as of the Closing.

(d) There shall be no litigation pending or threatened, seeking to recover title to the Property, or any part thereof or any interest therein, or seeking to enjoin the violation of any law, rules, regulation, restrictive covenant or zoning ordinance that may be applicable to the Property as of the Closing;

(e) The Property, or any portion thereof, shall not have been and shall not be threatened to be adversely affected in any way as a result of explosion, earthquake, disaster, accident, any action by the United States government or any other governmental authority, flood, embargo, riot, civil disturbance, uprising, activity of armed forces, or act of God or public enemy;

(f) Any and all currently existing liens and/or security interests affecting the Property or any portion thereof shall be fully paid and released at or prior to the Closing;

(g) This Agreement is approved by the Governing Board of Purchaser;

(h) Purchaser has confirmed that the Purchase Price is not in excess of the Purchaser-approved appraised value of the Property;

(i) Purchaser has approved an appraisal review as to such appraisal;

(j) Funds for purchase are available from Northwest Florida Water Management District;

(k) The Board of Trustees of the Internal Improvement Trust Fund of the State of Florida has committed not to assert a claim as to any sovereign lands or potentially sovereign lands associated with the Property.

(l) The **Purchaser** may terminate this Agreement at any time prior to Closing.

In the event that any one of the foregoing is outstanding or unsatisfied as of the Closing, then Purchaser shall have the right to terminate this Agreement, and neither party shall have any further obligations or liabilities hereunder; or Purchaser may waive any of such requirements and complete the purchase as herein provided.

24. **Timber Inventory.** Upon execution of this Agreement a timber inventory may be contracted for and initiated by Purchaser. Purchaser shall have the right to object to any matters reflected in the timber inventory, and such objection shall be treated in the same manner as an objection to title.

25. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the parties pertaining to its subject matter, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification or amendment to this Agreement will be binding unless executed in writing by the parties.

26. **Invitation to Offer.** This Agreement is being transmitted by Purchaser to Seller as an invitation to offer, and if executed by Seller, it shall constitute a firm offer until February 11, 2026.

27. **Subordination.** If at the time of conveyance of the conservation easement provided for in this Agreement, the Property is subject to a mortgage or other liens and encumbrances not accepted by Purchaser, including the Mortgage, Seller shall obtain the agreement of the holder of such encumbrances, by separate instrument that will be recorded immediately after the easement, to subordinate its rights in the Property to the easement to the extent necessary to permit the Purchaser to enforce the purpose of the easement in perpetuity and to prevent any modification or extinguishment of the easement by the exercise of any superior rights of the holder.

{SIGNATURES ON FOLLOWING PAGE}

THIS AGREEMENT is hereby executed and entered into by Seller and Purchaser, as of the Effective Date.

SELLER:

**SUCCESSOR TRUSTEE OF THE
DOTTIE ANN WEST REVOCABLE
LIVING TRUST AGREEMENT
DATED SEPTEMBER 28, 2001**

By: _____
Dave A. West

Date: _____

PURCHASER:

**NORTHWEST FLORIDA WATER
MANAGEMENT DISTRICT**

By: _____
George Roberts, Chair

Date: _____

EXHIBIT A

(Legal Description)

The Land referred to herein below is situated in the County of WASHINGTON, State of Florida, and is described as follows:

Parcel 1: 00-3483-0000

North 1/2 of Northwest 1/4 and That portion of Northwest 1/4 of the Northeast 1/4 lying West of Highway 277 Right-of-Way, all lying in Section 16, Township 3 North, Range 14 West, Washington County, Florida.

Parcel 2: 00-3439-0000

West 1/2 of Section 9, Township 3 North, Range 14 West, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Less and Except:

The North 1/2 of the South 1/2 of Southwest 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Also:

The West 1/2 of Southwest 1/4 of Northeast 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Also:

The West 1/2 of Northwest 1/4 of Southeast 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Parcel 3: 00-3439-0005

The North 1/2 of the South 1/2 of Southwest 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Parcel 4: 00-3439-0004

West 1/2 of Northwest 1/4 of Northeast 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida..

Parcel 5: 00-3440-0002

That portion of the Southwest 1/4 of Southeast 1/4, of Section 9, Township 3 North, Range 14 West, lying West of Highway 77 Right-of-Way.

Parcel 6: 00-3488-0001

All that part of the NW 1/4 of NE 1/4 of Section 16, Township 3 North, Range 14 West, lying West of Highway, (Highway #277) being in Washington County, Florida.

EXHIBIT B

(Conservation Easement)

CONSERVATION EASEMENT

THIS GRANT OF CONSERVATION EASEMENT is made and entered into this ___ day of _____, 2026, by and between Successor Trustee of the Dottie Ann West Revocable Living Trust Agreement dated, September 28, 2001, having a mailing address of 540 County Road 46, Hollywood, Alabama 35752, (hereinafter referred to as **Grantor**) and **NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT**, a Florida Statutes Chapter 373 Water Management District, having a mailing address of 81 Water Management Drive, Havana, Florida, 32333-9700 (hereinafter referred to as **Grantee**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property lying and being situated in Washington County, Florida, more specifically described in Exhibit “A” attached hereto and incorporated herein by reference (hereinafter referred to as the “Property”); and,

WHEREAS, the parties recognize the natural characteristics of the Property and have a common goal of conserving and protecting in perpetuity the hydrological integrity of the Property and its benefits to water resources, especially its contribution to protecting and enhancing the quality and quantity of water that flows from seepage springs within the boundaries of the Groundwater Contribution Zone for Cypress Spring.

WHEREAS, Grantor agrees to convey to Grantee a Perpetual Conservation Easement (hereinafter referred to as the “Easement”) on, over and across the Property which conserves the value of the Property;

NOW, THEREFORE, Grantor, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee and its successors and assigns forever an Easement pursuant to Section 704.06, Florida Statutes (2024), as modified or amended, on, over, upon and across the Property of the nature, character, and extent hereinafter set forth:

1. **EASEMENT.** By this grant, the Grantor grants and conveys to the Grantee an easement in perpetuity upon the Property, the “Easement.” The Easement is an easement in gross, runs with the land, and is enforceable by Grantee against Grantor and its personal representatives, successors and assigns, lessees, agents and licensees. Grantor intends that this Easement will confine the use of the Property to such activities that are consistent with the purposes of this Easement.

2. **PURPOSE.** The purpose of this Easement is to conserve and protect in perpetuity the natural and hydrological integrity of the Property, including the Property's natural features, water resource benefits and especially its contribution to protecting and enhancing the quality and quantity of water that flows into the Holmes Creek.
3. **RIGHTS RESERVED TO GRANTOR.** Grantor reserves in perpetuity, for itself and its successors and assigns, the following rights, which may be exercised at any time (subject to any notice requirements set forth below):
 - A. **Fee Title.** Grantor has, and shall be deemed hereby to have retained, the underlying fee in the Property.
 - B. **Rights not Expressly prohibited.** Grantor retains and reserves all rights of, in, and to the Property not expressly prohibited to Grantor in this Easement or expressly conveyed to Grantee in this Easement and consistent with the purposes of this Easement.
 - C. **Sale or Transfer of Interest.** Subject to Section 19 hereof, Grantor retains the right to sell, rent, lease or mortgage the Property with the prior written notification to Grantee and Grantor shall provide Grantee with a copy of the instrument of conveyance (as recorded, if applicable). Grantor may mortgage its interest in the Property so long as the mortgage is to a state or federal government regulated U.S. lending institution and in the event that the land is foreclosed, the subsequent owner shall be bound by the terms of this Easement.
 - D. **Subdivision.** Grantor shall have the right to subdivide the Property into three parcels.
 - E. **INTENTIONALLY OMITTED.**
 - F. **Construction.** Grantor retains the right to construct new non-residential structures on the Property outside of the residence site as long as the Total Impervious Surface Amount is not exceeded.
 - G. **Existing Structures and Facilities.** Grantor reserves the right to repair and replace to existing size and in its existing location the structures and associated facilities located on the Property as identified in the Baseline Documentation Report. Additional structures must be approved in writing by Grantee prior to any construction. Grantee will approve any reasonable request for additional structures as long as the Total Impervious Surface Amount is not exceeded.
 - H. **Hunting.** The Grantor retains the right to observe, maintain, photograph, hunt, remove, and harvest wildlife of the Property as long as the same does not constitute a danger to Grantee's employees, agents, officers, directors and as long as such activities are in compliance with the Federal, Florida and local governmental agencies, statutes, laws, ordinances, regulations, and restrictions.

In addition, Grantor retains the right to install portable hunting stands on the Property. As long as hunting stands are portable and not a permanent fixture built on the Property, the stands shall not count toward the Total Impervious Surface Amount.

- I. **Hunting Lease.** Grantor retains the right to lease all or part of the Property for hunting, as long as the Property is maintained in a manner consistent with this Easement. The lessee must agree to be bound by the terms of this Easement and the lease must explicitly reference the terms of this Easement.
- J. **Forestry Operations/Silviculture in Upland Areas of Property.** Forestry (“Silviculture”) management and operations are permitted but shall only be conducted on the upland portion of the Property as shown on Exhibit “B” and designated as land cover codes _____. The Grantor may not convert this acreage to a more intensive use than conventional Silviculture activities would allow, including bedding. Unless otherwise defined herein, all Silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition or such later edition as may then be in effect and the following:
 1. If pesticides or herbicides are used in forestry practices, follow the measures in Florida’s Silviculture Best Management Practices Manual and adhere strictly to label restrictions.
 2. Fertilizer applications are limited to 40 pounds of nitrogen per acre per year.

In the event the timber in the wetlands is damaged by natural disaster, fire, infestation or the like, Grantor, with the approval of the Grantee’s Asset Management Division Director, may cut and remove such damaged timber to protect the remaining timber. In such event, the Grantor shall restore and reforest the area from which such timber is removed. All costs for cutting, removal, restoration and reforestation shall be at the expense of the Grantor and the Grantor shall be entitled to the proceeds from the sale of the timber so cut and removed, if any.

Grantor shall provide Grantee a GIS shape file, or at a minimum, a web-based aerial photograph map delineating the boundaries of any timber harvest once the harvest is completed. Timber harvest includes any thinning or clear-cut conducted on the Property, including removal of damaged timber due to a natural disaster. Unless otherwise defined herein, all silviculture operations shall be in compliance with the Silviculture Best Management Practices Manual, State of Florida, Department of Agriculture and Consumer Services, Division of Forestry, 2008 Edition.

- K. **Roads, Ditches, and Improvements.** Anything herein to the contrary notwithstanding, Grantor retains the right to repair and maintain existing roads, repair bridges, culverts, and drainage structures or other structures that exist on the Property as of the date hereof as long as the character of the improvements is not substantially changed. Grantor shall also have the right to install and construct new roads composed of impervious surface as long as the Total Impervious Surface Acreage (defined below) is not exceeded.

Furthermore, Grantor retains the right to develop and install a series of unimproved, forest management roads and firelines necessary for the safe and efficient management of its uplands. Typical unimproved road construction and fireline installation and maintenance may include disking, plowing, grading, excavating and the limited application of clay, gravel, limerock, shell or other like material as needed in problem areas. Grantor shall submit an unimproved forest management road and fireline plan to Grantee for its approval before undertaking any activities. Grantee will approve any reasonable request.

- L. **Fencing.** Grantor retains the right to repair existing fence and install fencing on the Property. Fencing shall avoid wetland areas and Grantor shall submit a map or drawing delineating the location of the proposed fencing to Grantee for its approval prior to construction. Grantee will approve any reasonable request.
- M. **Signs.** Signs that prohibit hunting or trespassing and signs marketing or identifying the property are allowed. Grantor shall submit in writing a request for construction of any other type of sign to Grantee for its approval prior to construction of such signs. Grantee will approve any reasonable request.
- N. **Access.** Grantor retains the right to control access, including fences and gates to the Property. Grantor will furnish Grantee keys and information needed to gain access through locked gates. This Easement does not convey any rights to the public for physical access to the Property.
- O. **Wildlife Food Plots.** Grantor retains the right to develop a maximum total of 14 acres of the Property into wildlife food plots pursuant to Florida Fish and Wildlife Conservation Commission (FWC) guidelines. Grantor shall abide by paragraphs 3.S. and 5.O. in this Easement regarding fertilization and herbicides used in developing and maintaining such food plots on the Property.
- P. **Quiet Use and Enjoyment.** Grantor retains all rights and use of the Property not otherwise prohibited by the express terms of this Easement, including all rights of possession and quiet use and enjoyment.
- Q. **Prescribed Burning.** Anything herein to the contrary notwithstanding, Grantor retains the right to conduct prescribed burning on the Property; provided, however, that Grantor shall obtain and comply with a prescribed fire authorization from the local and state regulatory agencies having jurisdiction over controlled or prescribed burning.
- R. **Trails.** Grantor retains the right to maintain existing trails in the upland portion of the property. In addition, Grantor retains the right to build new trails in the upland portion of the property.
- S. **INTENTIONALLY OMITTED.**

T. **Mowing and Mulching.** Grantor may engage in mowing and mulching activities in the upland portion of the property.

U. INTENTIONALLY OMITTED.

V. **Approvals.** The Grantee may take any action on any request by Grantor for approval or consent under this Easement in its reasonable discretion.

4. **RIGHTS GRANTED TO GRANTEE.** To accomplish the purpose of this Easement, the following rights are conveyed to Grantee by this Easement:

A. The right to protect and preserve the conservation values of the Property.

B. All future residential, commercial, industrial and incidental development rights that are now or hereafter allocated to, implied, reserved, or inherent in the Property except as may be specifically reserved to Grantor in this Easement. The parties agree that such rights are hereby terminated and extinguished and may not be used on or transferred to other property. Neither the Property nor any portion thereof may be included as part of the gross area of other property not subject to this Easement for the purposes of determining density, lot coverage, or open space requirements under applicable laws, rules, regulations or ordinances controlling land use and building density. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise. Nor shall any development rights or density credits be transferred on the Property from other property.

C. The right of ingress and egress to the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

D. The right to prevent any activity on or use of the Property that is inconsistent with the conservation purposes or provisions of this Easement and to require the restoration of or to restore such areas or features of the Property that may be damaged by any inconsistent activity or use, at Grantor's cost. Grantor is hereby required to timely communicate with Grantee to minimize potential inconsistent activities occurring and facilitate the widest possible use of the property consistent with the purposes of this Easement.

E. The right to have the ad valorem taxes, assessments and any other charges on the Property paid by Grantor.

F. The right to limit the total amount of impervious surface allowed on the Property, which is hereby expressly limited to 4,000square feet (the "Total Impervious Surface Acreage").

5. **PROHIBITED ACTIVITIES AND USES.** Without limiting the generality of the

foregoing, the following activities and uses on or of the Property are expressly prohibited or restricted:

- A. **Subdivision.** There shall be no subdivision except as allowed in the Rights Reserved to Grantor section of this Easement.
- B. **Construction.** There shall be no construction except as allowed in the Rights Reserved to Grantor provision of this Easement.
- C. **Construction of Roads.** There shall be no construction of new roads, or improvement by hard surfacing or building up, or expansion of the number of lanes in, existing roads except as allowed in the Rights Reserved to Grantor provision of this Easement.
- D. **Conversion of, Wetland, Water Retention Areas and Karst Features.** There shall be no conversion to other land uses or more improved uses of areas identified in the Baseline Documentation Report as wetlands, water retention areas and karst depressions or other features connected to spring conduits.
- E. **Waters, Hydrology and Drainage.** There shall be no activities that will be detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation unless otherwise provided in this Easement.
- F. **Dumping.** There shall be no dumping or placement of any soil, trash, solid or liquid waste (including sludge and biowaste), or offensive or hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants, including but not limited to, those as now or hereafter defined by federal or Florida law defining hazardous materials, wastes or substances, toxic wastes or substances, pollutants or contaminants. This prohibition shall not be construed to include reasonable amounts of legal waste generated as a result of allowed activities.
- G. **Exotic Plants.** There shall be no planting of nuisance exotic or non-native plants as listed by the Exotic Pest Plant Council (EPPC) or its successor. The Grantor shall, to the extent practical, control and prevent the spread of nuisance exotics or non-native plants on the Property. The parties shall cooperate in the management and control of any occurrence of nuisance exotic or non-native plants to the degree practicable. In the event Grantor fails to adequately manage, control and prevent the spread of nuisance exotics or non-native plants on the Property after timely notification by Grantee, Grantee may, at its discretion, undertake and conduct management and control efforts to prevent the spread of nuisance exotics or non-native plants on the Property on behalf of Grantor and Grantor shall be liable for reimbursing Grantee for such management and control expenditures.
- H. **Exotic Animals.** There shall be no placement of any type of exotic animal or an animal that is not native to Florida without the prior written permission of Grantee. Such requests will be considered in consultation with the FWC. However, the decision of whether or not to grant permission shall be in Grantee's sole discretion.

- I. **Archaeological Sites.** There shall be no acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites on the Property of architectural, archaeological, cultural or historical significance, unless authorized or approved by the appropriate governmental officials having jurisdiction.
- J. **Minerals Removal.** There shall be no excavation of any kind, including but not limited to, exploration for or dredging, extraction or removal of oil or gas, minerals, peat, muck, limestone, sand, loam, gravel, rock, dirt, soil or other material, which affects the surface of the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- K. **Cutting Timber in Wetland Areas.** There shall be no cutting or removing existing timber in the wetlands of the Property, there shall be no conversion of said wetlands and there shall be no bedding conducted on the Property. Grantee shall have complete timber rights in the wetlands as shown on Exhibit "B" except as stated in paragraph 3.J.
- L. **Improved Pasture.** There shall be no conversion of the Property to improved pasture except as allowed in the Rights Reserved to Grantor provision of the Easement.
- M. **Cattle or Other Livestock.** There shall be no type of cattle or other livestock production except as allowed in the Rights Reserved to Grantor section of this Easement. In addition to the applicable Florida Department of Agriculture Best Management Practices (BMP), the Grantor shall:
 - 1. Install exclusion fencing from all wetlands, sinkholes, and other karst features as designated in Exhibit "B".
 - 2. Request and receive approval from the Grantee before the construction and installation of wells, piping, troughs, working pens, and other cattle or livestock management needs.
- N. **Mowing and Mulching.** There shall be no mowing and mulching activities except as allowed in the Rights Reserved to Grantor section of this Easement.
- O. **Pesticides, Herbicides and Fertilizers.** There shall be no application of fertilizers, pesticides and herbicides in excess of such amounts and such frequency of application that constitute the minimum necessary to perform noxious weed control and habitat enhancement and restoration, and provided that such chemicals are applied by non-aerial means. The use of such chemicals shall be in compliance with the manufacturer's label instructions and all applicable local, state and federal laws, rules regulations, and guidelines and conducted in such a manner as to minimize adverse environmental effects on the Property. Grantor shall request permission of Grantee to utilize any pesticide, herbicide or fertilizer on the Property. Grantee will approve any reasonable request. All such applications shall further be subject to any applicable permitting requirements, and shall be in accordance with the current and applicable Florida Department of Agriculture and Consumer Services Best Management Practices (BMP's). Application or release of any chemicals, fertilizers, pesticides or herbicides shall not occur within a 100-foot buffer around wetlands, sinkholes and other karst features that are connected to spring conduits.

- P. **Vegetable and Agronomic Crops.** There shall be no vegetable or agronomic crop activities on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
- Q. **Trails.** There shall be no trails on the Property except as allowed in the Rights Reserved to Grantor section of this Easement.
6. **BASELINE DOCUMENTATION.** A map of the Property documenting the relevant features of the Property dated _____, is attached hereto as Exhibit “B” and provides a representation of the Property which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement. The Baseline Documentation, which is determined by the Grantee, shall serve as an accurate representation of the physical, ecological and biological condition of the Property at the time of this Easement, against which compliance with this Easement will be based. The Baseline Documentation will be placed and retained on file with Grantee as a public record, and a copy will be provided to Grantor. In the event a controversy arises with respect to the nature and extent of the physical or biological condition of the Property, the parties shall utilize the Baseline Documentation to resolve such controversy.
7. **DURATION OF EASEMENT.** This Easement shall be perpetual and shall be to the Grantee and its successors and assigns forever. Grantee shall be permitted to transfer its interest herein to any other government body or agency whose purposes include conservation of land or water areas, or the preservation of sites or properties. Grantee agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance, set forth in the recitals herein. The rights granted to Grantee and the covenants agreed to by Grantor herein shall not only be binding upon the Grantor but also upon its agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
8. **GRANTOR WARRANTY.** Grantor hereby warrants that Grantor is fully vested with fee simple title to the Property and will warrant and defend Grantee’s interest in the Property created by this Easement against the lawful claims of all persons.
9. **MODIFICATION.** This Easement may be modified only by written, and signed agreement by and between the Grantor and the Grantee and their respective successors, assigns or their respective designees which agreements may not violate the terms of Section 704.06, Florida Statutes (2024), as modified or amended. No such modification shall be effective unless and until recorded in the public records of the county in which the Property is located.
10. **NOTICES.** Any notice, demand, consent, or communication that either party is required to give to the other hereunder shall be in writing, and either served personally by hand delivery or by registered, certified or electronic mail, postage prepaid, addressed as follows:

To the Grantor: Successor Trustee of the Dottie Ann West Revocable Living Trust Agreement dated September 28, 2001
c/o Dave A, West
540 County Road 46
Hollywood, AL 35752

To the Grantee: Northwest Florida Water Management District
c/o Director, Division of Asset Management
81 Water Management Drive
Havana, Florida 32333

With a copy to: Pennington, P.A.
c/o J. Breck Brannen, Esq.
215 South Monroe Street, 2nd Floor
Tallahassee, Florida 32301

Email: breck@penningtonlaw.com

or, to such other address as any of the above parties shall from time to time designate by written notice delivery pursuant to the terms of this paragraph. All such notice delivered hereunder shall be effective upon delivery, if by hand delivery, or within three days from the date of mailing, if delivered by registered or certified mail.

11. CONTINUING DUTY. Grantor and Grantee recognize and acknowledge the natural, and hydrological significant character of the Property and have the common purpose and intent of the conservation and preservation of the Property in perpetuity. Accordingly, Grantor hereby acknowledges a continuing duty of care to Grantee imposed by this Easement upon Grantor to carry out the intent and purpose of this Easement in regard to Grantor's ownership and occupancy of the Property. This duty of care is subject to and in accordance with the Rights Reserved to Grantor as defined in Paragraph 2 hereof.

12. PRE-SUIT MEDIATION. From time to time the terms and conditions of this Easement will require the parties to reach agreement on certain plans and courses of action described and contemplated herein. The parties agree to attempt to reach agreement on such plans and courses of action in good faith. In the event that, after a reasonable effort, the parties fail to reach agreement on a plan or course of action required to be undertaken pursuant to this Easement, then in that event, Grantor and Grantee shall submit such issue to pre-suit mediation as set forth below.

Prior to instituting any action or suit in any court of any jurisdiction, any dispute relating to the terms and provisions of this Easement shall first be the subject of a demand for pre-suit mediation served by the aggrieved party. Pre-suit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. A judge may not consider any information or evidence arising from the pre-suit mediation

proceeding except in a proceeding to impose sanctions for failure to attend a pre-suit mediation session or to enforce a mediated settlement agreement. Persons who are not parties to the dispute may not attend the pre-suit mediation conference without the consent of all parties, except for counsel for the parties and corporate representatives designated by the parties.

Service of the demand to participate in pre-suit mediation shall be effected by sending a letter by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address of the responding party as set forth herein. The responding party has 20 days from the date of the mailing of the demand to serve a response to the aggrieved party in writing. The response shall be served by certified mail, return receipt requested, with an additional copy being sent by regular first-class mail, to the address shown on the demand.

Notwithstanding the foregoing, once the parties have agreed on a mediator, the mediator may schedule the mediation for a date and time mutually convenient to the parties. The parties shall share the costs of pre-suit mediation equally, including the fee charged by the mediator, if any, unless the parties agree otherwise, and the mediator may require advance payment of its reasonable fees and costs. The failure of any party to respond to a demand or response, to agree upon a mediator, to make payment of fees and costs within the time established by the mediator, or to appear for a scheduled mediation session without the approval of the mediator, shall constitute the failure or refusal to participate in the mediation process and shall operate as an impasse in the pre-suit mediation by such party, entitling the other party to proceed with litigation and to seek an award of the costs and fees associated with the mediation. Additionally, notwithstanding the provisions of any other law or document, persons who fail or refuse to participate in the entire mediation process may not recover attorney's fees and costs in subsequent litigation relating to the dispute.

If any pre-suit mediation session cannot be scheduled and conducted within 90 days after the demand for mediation was served, an impasse shall be deemed to have occurred unless both parties agree to extend this deadline. If pre-suit mediation as described herein is not successful in resolving all issues between the parties, the parties shall proceed with any and all courses of action available at law or in equity.

13. INSPECTION AND ENFORCEMENT. Grantee and its agents and employees and officers (along with accompanied invitees and guests) shall have the right to enter and inspect the Property in a reasonable manner and at reasonable times to enforce compliance with the covenants herein which are enforceable by proceedings at law or in equity in accordance with the affirmative rights of Grantee set forth herein. No failure, or successive failures, on the part of the Grantee to enforce any provision, nor any waiver or successive waivers on its part of any provision herein, shall operate as a discharge thereof or render the same inoperative or impair the right of the Grantee to enforce the same upon any renewal thereof or in the event of subsequent breach or breaches.

To document land management activities over time for the Property's various land use/cover types and to monitor compliance with the terms and conditions of this Easement, the Grantee may install 360 degree fixed photo-points at selected monitoring locations as deemed appropriate by Grantee. Each fixed photo-point location will be permanently identified via GPS coordinates. Identifying markings, e.g. paint, blazed trees, ID tag, etc. may be utilized to identify and additionally protect fixed photo-points,.

The number of 360 degree fixed photo-points on the Property will be determined at the discretion of the Grantee and located in such a manner as to not unreasonably interfere with Grantor's allowable uses of the Property nor shall they be located in such a manner to detract from the aesthetics of the Property. The location and number of installed 360 degree fixed photo-points on the Property does not preclude Grantee from obtaining additional photographic documentation of the Property to monitor compliance with the terms and conditions of this Easement.

14. LIMITED USE OF THE PROTECTED PROPERTY. This Easement and the covenants herein are subject to the express understanding that the Property may be used by the Grantor and its successors and assigns only in conjunction with the benefit to the Grantee and that the activities and uses on the part of the Grantor with respect to the Property are only those specifically stated herein.

15. TRANSFER OF RIGHTS BY GRANTEE OR GRANTOR.

Grantor agrees to notify Grantee of the names and addresses of any party to whom any interest in the Property is to be transferred at least sixty (60) days prior to the date of such transfer, and to incorporate this Easement, by specific reference to this Easement's Public Records recording information, in the transfers of any interest in all or a portion of the Property, including, without limitation, a leasehold or other possessory interest. In the event of a subdivision of ownership of the Property, the deed of conveyance shall allocate Grantor's rights reserved herein between or among, as applicable, the Grantor and the new Property owner(s). The failure of Grantor to perform any act required by this subsection shall not impair the validity of this Easement or limit its enforceability in any way. Grantee shall have the right to record, from time to time, this Easement or a notice of the existence of this Easement in the Public Records of Washington County, Florida.

16. HAZARDOUS WASTES. Should Grantor at any time during existence of this Easement deposit, place or release on the Property any hazardous wastes as defined in the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6901-6991 or the Comprehensive Environmental Response Compensation or Liability Act (CERCLA), 42 U.S.C. Sections 9601-9657, as amended by the Superfund Amendments and Authorization Act of 1986 (SARA), or any other State or Federal prohibited hazardous waste or hazardous substance, Grantor shall indemnify, defend and hold Grantee harmless from any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs and other expenses, including attorneys' fees and court costs arising from or in way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or

death, or damage to the Property, due to the release or alleged release of a hazardous waste on or under the Property, or gaseous emissions from the Property and other conditions on the Property resulting from such hazardous material, whether such claim proves to be true or false. Property damage includes but is not limited to the property of the Grantee or any other party. Further, in the event such hazardous wastes or substances are placed or released on the Property, Grantor shall take all the necessary steps to remove any such wastes and take such remedial action required by any State or Federal laws.

- 17. ATTORNEYS' FEES.** If either party brings suit to enforce any provision of this Easement, and that party prevails, the other party shall reimburse that party for all costs and expenses reasonably incurred, including but not limited to court costs, other expenses and reasonable attorneys' fees whether incurred in trial, appeal or otherwise.
- 18. SERVITUDE.** The rights granted to Grantee and the covenants agreed to by Grantor shall not only be binding upon the Grantor but also upon its Grantor's agents, representatives, successors and assigns and all other successors who have an interest in this Easement and the Property, and this Easement shall continue as a servitude running in perpetuity with the Property.
- 19. RIGHT OF FIRST REFUSAL.** In the event Grantor desires to sell or transfer the Property or any ownership interest in the Grantor to a third party not a lineal descendant of the principals of (remove if Grantor is an individual) or Grantor, Grantor does hereby give to Grantee the exclusive right of a first refusal to acquire Grantor's interest in the Property under the same terms and conditions as offered to a third party. Such offers shall be made in writing to Grantee setting forth specifically the terms and conditions and Grantee shall have 90 days after receipt of the written notice within which to accept or reject the offer. Should Grantee accept the offer, then the closing shall take place in accordance with the terms of the offer. Should Grantee decline the offer, then Grantor shall have one year within which to transfer the Property to a third party under the same terms and conditions. If the transfer is not completed within the one year period of time, Grantor shall be required to offer the Property to Grantee prior to any subsequent transfer to a third party. In the further event the Property is transferred by Trust or from an estate to a third party not a lineal descendant of Grantor, then the Property shall be offered under the above terms for cash, with Grantor paying all closing costs, at a price to be determined by the Grantor and Grantee and should they be unable to agree, the price shall be at a value determined by an appraiser selected by the Chief Judge of the Second Judicial Circuit of Florida acting upon a petition filed by either party.
- 20. CONDEMNATION.** If all or any part of the Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of taking, the Grantor and Grantee shall divide the proceeds in accordance with state law or the agreement of the parties. The provisions of this paragraph are in addition to and not in restriction of any rights the parties have at common law.
- 21. INDEMNIFICATION.** Grantor shall indemnify, defend and hold Grantee and all Grantee's agents, employees and officers harmless from and against any and all liabilities,

loss, damages, expenses, judgments or claims, either at law or in equity including claims for attorneys' fees and costs at the trial level and attorneys' fees and costs on appeal, caused or incurred, in whole or in part as a result of any action, activity or omission of the Grantor, its agents, employees, subcontractors, assigns, heirs and invitees as a result of the use and ownership of, or activities on the Property. The Grantee shall be responsible for any negligent or willful action or activity by the Grantee while on the Property. This provision does not constitute a waiver of Grantee's sovereign immunity under Section 768.28, Florida Statutes (2024), or extend Grantee's liability beyond the limits established in Section 768.28, Florida Statutes (2024).

22. SEVERABILITY. A determination that any provision of this Easement is invalid or unenforceable shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Easement to any person or circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other person or circumstances.

23. INTENTIONALLY OMITTED.

24. NO WAIVER OF REGULATORY AUTHORITY. Nothing herein shall be construed to restrict or abrogate the lawful regulatory jurisdiction or authority of Grantee or relieve Grantor from the responsibility of obtaining all necessary permits or other regulatory authorizations from Grantee or other governmental agencies asserting jurisdiction over Grantor's activities.

25. UNITY OF INTEREST. Grantee shall not be obligated, by virtue of multiple Grantor's with interest in the Property, to undertake or suffer any duplication of burdens or compliance imposed by this Easement. All administration of Grantors' rights, remedies and functions under this Easement shall be by and through a "Coordinating Representative", including without limitation, the Right of First Refusal. Dave West (fill in name, if and when applicable) shall be designated as the Coordinating Representative until such time as notice of a substitute Grantor is provided to Grantee.

26. INTENTIONLLY OMITTED.

27. AD VALOREM TAXES. Grantor agrees to make timely payment of all ad valorem taxes and non-ad valorem assessments on the Property. Grantee shall cooperate with the Grantor, if applicable and requested by Grantor, in establishing that the Property was used for a bona fide agricultural purpose including, but not limited to, providing evidence and testimony to the property appraiser and value adjustment board.

28. RELATIONSHIP OF PARTIES. This Easement shall not create a joint venture or partnership relationship between the Parties.

29. NOTICE OF VIOLATION. In the event of violation of any of the terms and conditions hereof, Grantor or Grantee shall give written notice to the other party, which shall have the right to cease or to cure the violation without penalty. If the party in violation does not

cease or cure the violation within thirty (30) days after receipt of written notice from the other party, the terms and conditions hereof may be enforced by the Grantor or by Grantee by suit for injunctive relief or for other appropriate remedy in equity or at law.

30. GOVERNING LAW; VENUE. This Easement shall be governed by and construed and enforced in accordance with the laws of the State of Florida. The sole and exclusive venue for any litigation resulting out of this Easement shall be in Leon County, Florida, and if in federal court, shall be exclusively in the Northern District of Florida, Tallahassee Division.

31. ENTIRE AGREEMENT. This Easement, together with all the documents attached or otherwise incorporated herein, constitutes the entire understanding and agreement between the Parties and shall not be modified except pursuant to Section 12.

IN WITNESS WHEREOF, the parties or the lawful representatives of the parties hereto have caused this Easement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR
SUCCESSOR TRUSTEE OF THE
DOTTIE ANN WEST REVOCABLE
LIVING TRUST AGREEMENT DATED
SEPTEMBER 28, 2001

Print Name: _____

Address: _____

Print Name: _____

Address: _____

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2026, by Successor Trustee of the Dottie Ann West Revocable Living Trust Agreement dated September 28, 2001, who is personally known to me or who has produced (type of identification) as identification.

Signed

(seal)

Printed

NOTARY PUBLIC

My Commission Expires:

Signed, sealed and delivered

GRANTEE

in the presence of:

NORTHWEST FLORIDA WATER

MANAGEMENT DISTRICT

Print Name: _____

Address: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2026, by Lyle Seigler, Executive Director, who is personally known to me or who has produced _____ as identification.

Signed

(seal)

Printed
NOTARY PUBLIC
My Commission Expires:

EXHIBIT "A"

(legal description)

Parcel 1: 00-3483-0000

North 1/2 of Northwest 1/4 and That portion of Northwest 1/4 of the Northeast 1/4 lying West of Highway 277 Right-of-Way, all lying in Section 16, Township 3 North, Range 14 West, Washington County, Florida.

Parcel 2: 00-3439-0000

West 1/2 of Section 9, Township 3 North, Range 14 West, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Less and Except:

The North 1/2 of the South 1/2 of Southwest 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Also:

The West 1/2 of Southwest 1/4 of Northeast 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Also:

The West 1/2 of Northwest 1/4 of Southeast 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Parcel 3: 00-3439-0005

The North 1/2 of the South 1/2 of Southwest 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida.

Parcel 4: 00-3439-0004

West 1/2 of Northwest 1/4 of Northeast 1/4, lying in Section 9, Township 3 North, Range 14 West, Washington County, Florida..

Parcel 5: 00-3440-0002

That portion of the Southwest 1/4 of Southeast 1/4, of Section 9, Township 3 North, Range 14 West, lying West of Highway 77 Right-of-Way.

Parcel 6: 00-3488-0001

All that part of the NW 1/4 of NE 1/4 of Section 16, Township 3 North, Range 14 West, lying West of Highway, (Highway #277) being in Washington County, Florida.

EXHIBIT “B”

(baseline documentation map)

EXHIBIT C

(Title, Possession and Non-Lien Affidavit)

TITLE, POSSESSION AND NON-LIEN AFFIDAVIT

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared Dave A. West, as Successor Trustee of the Dottie Ann West Revocable Living Trust Agreement dated September 28, 2001, referred to herein as “Grantor”, who, being first duly sworn, depose and say that:

1. Grantor is the owner of the following described Property:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

and that said Property (hereinafter called the “Property”) is now in the possession of Grantor and there are no persons in possession of the Property with a claim of possession to the Property except the Grantor.

2. The Property is free and clear of all liens, taxes, encumbrances, and claims of every kind, nature, and description whatsoever arising by, through or under Grantor, except for real property taxes for the year 2026, and exceptions approved by Purchaser.

3. There are no actual, pending, or threatened actions, suits, claims, litigation or proceedings by any entity, individual or governmental agency affecting Grantor or the Property which would in any way constitute a lien, claim or obligation of any kind against the Property, and there are no such actions, suits, claims, litigation or proceedings contemplated. Grantor agrees to indemnify and hold the Northwest Florida Water Management District harmless from and against any and all debts, expenses, claims, demands, judgments or settlements arising therefrom.

4. There has been no labor performed on or materials furnished to the Property within the past ninety days for which there are unpaid bills; there are no claims whatsoever of any kind or description against the Property for which liens could be filed according to the statutes in such cases made and provided; and no informal notice of claim has been received by the Grantor. Grantor shall indemnify and hold the Northwest Florida Water Management District and the title insurer and agent harmless from and against the claims of all contractors, subcontractors, suppliers, mechanics, materialmen and artisans relating to the Property which claims relate to the period of time prior to the closing.

5. Grantor has received no notice of any public hearing regarding assessments for improvements by any government within the past ninety days and there are no unpaid assessments

or liens against the Property for improvements thereto by any government whether or not said assessments appear of record.

6. The undersigned knows of no violations of municipal or county ordinances, and there are no easements or claims of easements not shown by the public records pertaining to the Property.

7. The Grantor has, in the operation of the Property, where applicable, complied in all respects with the Sales Tax Law of the State of Florida, and shall submit in a timely fashion all filings not currently due.

8. There are no estate tax, inheritance tax, or income tax liens, under federal or state laws, against the Property, or against the Grantor which would have any effect on the Property.

9. The Property is not within nor subject to any assessments of any special taxing district, community development district or utility district; and there are no violations of any covenants, conditions or restrictions affecting the Property.

10. There is no outstanding unrecorded contract of sale, deed, agreement for deed, conveyance, mortgage, or lease affecting the title to the Property.

11. There are no oil and gas exploration operations affecting the Property, and there are no other matters which might have a material adverse effect on the ownership, operation or value of the Property or any part thereof.

12. No governmental authority has imposed any requirements that any developer or owner of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with the ownership or development of the Property or any part thereof.

13. Grantor, if a corporate entity, is duly organized and validly existing under the laws of the state of its incorporation and the State of Florida, and has all requisite power and authority to carry on its business as it is now being conducted and to execute and deliver this Affidavit, and the deed incident to which this Affidavit is given. The individuals executing this Affidavit and the deed incident hereto on behalf of Grantor are authorized to act for and on behalf of and to bind Grantor in connection with this Affidavit and the deed incident hereto.

14. The Property is in the same condition as existed on July 21, 2025. Since July 21, 2025, there has been no destruction or damage to the Property or any part thereof or any improvements, timber or trees thereon by fire or other casualty, and there has been no cutting or removal of any timber or trees thereon, except such cutting and removal as has been reasonably necessary to contain damage to the Property from beetles and other insects.

15. The Property does not constitute an asset of an employee benefit plan affiliated with Grantor, as defined in Section 3(3) of ERISA.

16. All harvesting and timbering agreements affecting the Property have been effectively terminated by Grantor and no party, other than Grantor, has any right to conduct timbering

operations on the Property or any right, title or interest in and to any timber located on the Property.

17. Grantor warrants and represents to Purchaser that to the best of the knowledge and belief of the undersigned:

a. No petroleum product, chemical, garbage, refuse or solid waste has been generated, stored, dumped, landfilled, or in any other way disposed of on the Property.

b. No toxic or hazardous wastes (as defined by the U.S. Environmental Protection Agency or any similar state or local agency) or hazardous materials have been generated, stored, dumped, located or disposed of on any real property contiguous or adjacent to the Property.

c. The Property is not now, and will not be in the future as a result of its condition at or prior to Closing, subject to any reclamation, remediation or reporting requirements of any federal, state, local or other governmental body or agency having jurisdiction over the Property.

d. There are no underground storage tanks on or about the Property and Grantor has no knowledge of the presence of radon gas on the Property.

e. There has not been, with respect to the Property, (i) any emission (other than steam or water vapor) into the atmosphere, or (ii) any discharge, direct or indirect, of any pollutants into the waters of the state in which the Property is located or the United States of America.

f. There is no condition or circumstance on or relating to the Property which requires or may in the future require clean-up, removal or other action under the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below), or would subject the owner of the Property to penalties, damages, or injunctive relief.

g. Grantor is not presently subject to any judgment, decree or citation relating to or arising out of the environmental laws and has not been named or listed as a potentially responsible party by any government agency in any matter relating to the Environmental Laws (as defined in the Purchase and Sale Agreement, defined below).

18. Grantor is not a "foreign person" as that term is defined in Section 1445-F of the Internal Revenue Code and Grantor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

The Federal Tax Identification Number of the Dottie Ann West Revocable Living Trust dated September 28, 2001 is: _____.

19. All of the representations and warranties made by Grantor in that certain Purchase and Sale Agreement (the "Purchase and Sale Agreement") between Grantor and the Northwest Florida Water Management District for the purchase of the Property, including the representations and warranties contained in Paragraph 7 and Paragraph 12 of the Agreement, are true and correct as

of the day hereof, and shall not merge into the deeds but shall survive closing. To the best of the knowledge of undersigned, there are no matters pending that could impact the accuracy of the representations and warranties between the date hereof and the recording of the interest conveyed or to be conveyed in consideration for the funding of the purchase price.

20. All statements made herein, to the best of the knowledge and belief of the undersigned, are true and correct as of the date and time the deed incident hereto is recorded. There are no matters pending against Grantor that could give rise to a lien that would attach to the Property between the date hereof and the statements made herein and the date of such recordation. The Grantor has not and will not commit, between the date hereof and the date and time of such recordation, any act that would cause the statements made herein to change or to become invalid, nor will Grantor execute any instrument that would adversely affect the title to the Property.

21. The Grantor has authorized the undersigned to make and deliver this Affidavit fully realizing that the Northwest Florida Water Management District, and First American Title Company, Inc. (title insurer), and J. Breck Brannen, Esq. and Pennington, P.A. (title agent), are relying hereon in order to purchase the Property, insure title thereto, and/or close the purchase and sale of the Property. This Affidavit is made with full understanding of all laws appertaining to affidavits in the State of Florida, and full faith and credit may be given hereto. The undersigned further certifies that he has read or has heard read to him the complete text of this Affidavit and fully understands its contents.

{SIGNATURES ON FOLLOWING PAGE}

By: _____

Dave A. West
As Successor Trustee of the Dottie Ann West
Revocable Living Trust Agreement dated
September 28, 2001

Sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 2026, by Dave A. West, as Successor Trustee of the Dottie Ann West Revocable Living Trust Agreement dated September 28, 2001.

____ is/are personally known to me.
____ produced a current _____ driver's license as identification.
____ produced _____ as identification.

Notary Public, State and County

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andy Joslyn, Deputy Executive Director
Caitlin Brongel, Chief of Staff
Danny Layfield, Director, Division of Asset Management

FROM: Carol L. Bert, Chief, Bureau of Asset Management Administration

DATE: January 26, 2026

SUBJECT: *Public Hearing 1:10 p.m. CT* - Consideration of Florida Forever Water Management District Work Plan

Recommendation

Staff recommends the Governing Board approve the Florida Forever Water Management District Work Plan.

Background

Section 373.139(3), Florida Statutes, requires the District to adopt, following a public hearing, a Florida Forever Water Management District Work Plan. The District's 2026 land acquisition program will primarily focus on acquiring properties that improve the quality or quantity of water flowing from springs.

/cb

Florida Forever Water Management District Work Plan



Florida Forever Water Management District Work Plan

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Florida Forever Water Management District Work Plan

Introduction

Section 373.199(7), F.S. requires the Northwest Florida Water Management District (NFWWMD, or District) to annually update the Florida Forever Five-Year Work Plan. The 25th annual update of the plan contains information on projects eligible to receive funding under the Florida Forever Act and Land Acquisition Trust Fund and also reports on land management activities; surplus or exchanged lands; and the progress of funding, staffing, and resource management of projects for which the District is responsible. This plan also applies to land acquisition funds deposited into the Land Acquisition Trust Fund pursuant to s. 28(a), Art. X of the State Constitution.

Florida Forever Program

In 1999, the Florida Legislature passed the Florida Forever Act (s. 259.105, F.S.) which has continued the state's long-term commitment to environmental land acquisition, restoration of degraded natural areas, and high-quality outdoor recreation opportunities. This update has been prepared based on there not being any new Florida Forever funding allocated for the planning period of FY 2025-26 or FY 2026-27.

While previous programs focused almost exclusively on the acquisition of environmentally sensitive lands, the Florida Forever program is somewhat different in that it authorizes the use of up to half of the program funding for certain types of capital improvement projects. Eligible uses of these funds include water resource development, stormwater management projects, water body restoration, recreation facilities, public access improvements, and removing invasive plants, among others. The remaining 50 percent must be spent on land acquisition. The table below illustrates actual expenditures for land acquisition using Florida Forever funding since it began. The District successfully expended its allocation of Florida Forever funding by FY 2011.

Table 1 Land Acquisition Expenditures by Water Management Area

Water Management Area	Acres	Dollars Expended
Perdido River	6,048	\$13,532,550
Escambia River	697	\$ 1,231,692
Yellow River	205	\$ 630,046
Choctawhatchee River	4,269	\$ 6,165,950
Econfina Creek	3,663	\$ 7,976,220
Apalachicola River	1,912	\$ 3,981,055
Chipola River	1,716	\$ 5,532,488
St. Marks River	830	\$ 1,862,050
Ochlockonee River	1,529	\$ 1,951,197
TOTAL	20,869	\$42,863,248

Since the inception of the District's land acquisition program, the goal has been to protect the floodplains of our major rivers and creeks. In more recent years, the District's land acquisition program has been focused on springs protection. To date, 226,688 acres have been protected for water resource purposes through the land acquisition efforts of the District either in fee simple or through conservation easements.

Acquisition Planning

The District employs a watershed approach to select and prioritize the water resources and natural systems within the groundwater contribution areas and major river basins of northwest Florida. Primary among the considerations in this process are how specific floodplain or buffer areas help satisfy the District’s water resources and natural system protection objectives; the availability of funds; the seller’s willingness; how different areas fit into the District’s land management strategy; and the size, accessibility, and overall condition of each property. Recommendations from interest groups, landowners, local governments, agency representatives, and other interested parties are given full consideration in the acquisition process. Existing water management areas (WMAs) include the Perdido River, Escambia River, Blackwater River, Yellow River, Garcon Point, Choctawhatchee River/Holmes Creek, Econfina Creek, Chipola River, and Apalachicola River.

Subject to available funding, the District’s acquisition efforts this year will focus on the purchase of fee simple or less than fee simple (conservation easements) projects that protect the quality and quantity of water that flows into and out of springs. The District’s acquisition efforts will focus on acquiring fee or less than fee simple interest in properties located within the Jackson Blue, Chipola, Econfina, and Wakulla springs and Spring Creek Spring Group groundwater contribution areas.

In developing the annual update, District staff review projects proposed by DEP’s Division of State Lands to minimize redundancy and facilitate an efficient and mutually supportive land-acquisition effort.

Approved Acquisition Areas

The approved acquisition areas listed below are not presented on a priority basis. For each of these waterbodies, it is desirable to acquire both the floodplain and a natural buffer zone to provide further water resource protection.

Table 2 Approved Acquisition Areas

Rivers & Creeks Originating In Florida	Rivers and Creeks Originating Outside Florida	Springs	Lakes & Ponds	Other Ecosystems, Basins and Buffers
Wakulla River	Apalachicola River	St. Marks River near Natural Bridge	Lake Jackson	Southwest Escambia County Ecosystem
St. Marks River	Lower Apalachicola River Wetland	Spring Lake Spring Group Area	Sand Hill Lakes	Garcon Point Ecosystem
Econfina Creek and other Tributaries of Deer Point Lake	Chipola River	Bosel Springs Chipola River Springs Waddell Springs		West Bay Buffer
Lafayette Creek	Choctawhatchee River including Holmes Creek	Cypress Spring		Sandy Creek Basin
	Escambia River	Hays Springs		Apalachicola Bay and St. Vincent Sound Buffer
	Blackwater River including Juniper, Big Coldwater, and Coldwater creeks	Econfina Creek Springs		
	Ochlockonee River and its major tributaries	Jackson Blue Spring		
	Yellow and Shoal rivers	Wakulla Spring		
	Perdido River and Bay			

Groundwater Recharge Areas

Such lands may be designated by the District as recharge areas for the Floridan, sand-and-gravel, and other important aquifers and may be acquired in fee simple or less than fee simple.

Donated Lands

The District may accept donations of lands within its major acquisition areas if those lands are necessary for water management, water supply, and the conservation and protection of land and water resources.

Exchange Lands

The District may exchange lands it has acquired for other lands that qualify for acquisition. The District's Governing Board establishes the terms and conditions it considers necessary to equalize values of the exchange properties. In all such exchanges, the District's goal will be to ensure there is a net positive environmental benefit.

Mitigation Acquisitions

Under Florida law, unavoidable losses of natural wetlands or wetland functions require "mitigation" through the acquisition or restoration of other nearby wetlands. The District is often the recipient of such lands in the form of donations and also serves as the mitigation agent for the Florida Department of Transportation. Whenever possible, the District attempts to acquire mitigation lands contiguous to its existing ownership, but since wetland type and proximity to the original wetland impact are often paramount, the District will on occasion acquire or manage isolated tracts.

Surplus Lands

Section 373.089, F.S., allows the Governing Board of the District to sell (surplus) lands or interests or rights in lands to which the District has acquired title or to which it may hereafter acquire title. Any lands, or interests or rights in lands, determined by the Governing Board to be surplus may be sold by the District at any time for the highest price, but in no case shall the selling price be less than the appraised value.

District staff conducted an evaluation of all District lands to determine if there were any parcels appropriate for surplus. The parcels recommended for surplus were small, non-contiguous, isolated tracts. The following tract was declared surplus by the District's Governing Board in 2013.

Table 3 District Surplus Lands

WMA	Acres	County	Acquired Date	Status
Escambia River	115	Escambia	April 26, 1994	For Sale

Note to Landowners

The District's land acquisition process only involves willing sellers and is usually initiated by landowners offering parcels for sale.

This plan includes a number of areas the District has identified for potential purchase. If your property is included in any of our acquisition areas or maps and you do not desire to sell your land to the District, Florida Statutes require the District to remove your property from the acquisition plan at the earliest opportunity. Please contact the Division of Asset Management at (850) 539-5999 at any time if you wish to remove your property from possible purchase consideration. The District will maintain a list of such requests and annually adjust its acquisition plan accordingly.

Less Than Fee Methods of Land Protection

In less than fee purchases, the District attempts to acquire only those rights in property (i.e., development and land use conversion rights) that are needed to accomplish specific resource protection goals. Such less than fee methods can provide a number of public benefits. First, acquisition funding can be conserved, thereby enabling the protection of more land with limited funds. Also, the property continues in private ownership and thus may remain on local property tax rolls. Moreover, the District does not incur the long-term costs of land management since the property's management and maintenance remains the landowner's responsibility. Not all properties are suitable for less than fee acquisition, but the potential benefits make these kinds of transactions the preferred alternative to the District's typical fee-simple land purchases.

DEP Florida Forever Priority List

The Florida Forever Priority List can be found at:

<https://floridadep.gov/lands/environmental-services/content/florida-forever>.

Critical Wetlands

The 2022 Florida Legislature enacted a law that requires water management districts to annually identify properties that may be classified as "critical wetlands" for potential acquisition using Florida's Land Acquisition Trust Fund (LATF). In response, the District conducted a systematic review of properties throughout the Florida Panhandle to identify wetland properties considered critically important to protecting or restoring wetlands and water resource values and functions. Letters were sent to the owners of the identified priority parcels, as required by section 373.036, F.S., and the District consulted with affected local governments. An initial list of critical wetlands was approved by the Governing Board on September 10, 2025. To date, the District has not received any LATF funding to purchase critical wetlands. Additional information may be found in the FY 2025-26 Strategic Water Management Plan (<https://nwfwater.com/Data-Publications/Reports-Plans/Water-Management-Plans>).

Florida Forever Goals and Numeric Performance Measures

As outlined in Chapter 18-24, F.A.C., the District is required to report on the goals and measures for lands to be acquired under the Florida Forever program. The following page summarizes the goals and measures applicable to the Northwest Florida Water Management District.

Florida Forever Goals and Numeric Performance Measures

Reported as of October 1, 2025

Rule No. 18-24.0022

(2)(d)1. For proposed acquisitions, see the (Florida Forever) Water Management District Work Plan Annual Report in the Consolidated Annual Report.

(2)(d)2. For proposed acquisitions for water resource development projects, see the (Florida Forever) Water Management District Work Plan Annual Report in the Consolidated Annual Report

(3)(a)2. Refer to (Florida Forever) Capital Improvement Work Plan of the Consolidated Annual Report for funded capital improvements identified in SWIM, stormwater, or restoration plans.

(3)(a)3. NFWFMD lands to be treated for upland invasive, exotic plants = <5,000 acres

The District has not conducted surveys to identify the spatial distribution of invasive exotic plant infestation on District lands. It is known that invasive plant problems exist at varying levels on some District lands, and staff treat with herbicide as needed.

(3)(b) New water to be made available through Florida Forever funding for water resource development - Major water resource development accomplishment has been provided by additions to Econfina Creek Water Management Area (1992-2009). Additionally, Florida Forever funding has in the past contributed to the construction of a 750,000-gallon reuse storage facility for the City of Freeport to serve a 0.6 MGD reuse water service area (project completed in 2009). Funding for water supply development, including construction of water reuse facilities, is primarily provided through State alternative water supply funding, the Water Protection and Sustainability Program Trust Fund, NFWFMD General Fund, and local funding. See the NFWFMD Five-Year Water Resource Development Work Program report and Consolidated Annual Report. This update has been prepared based on there not being any new Florida Forever funding allocated for water resource development projects for the planning period of FY 2025-26 and FY 2026-27.

(4)(a)1. NFWFMD lands that are in need of and are undergoing restoration, enhancement, or management by the District.

In need of restoration, enhancement, and management = 455 acres
Undergoing restoration or enhancement = 996 acres
Restoration completed = 32,480 acres
Restoration maintenance = 32,480 acres

(4)(a)3. Refer to section 3, (Florida Forever) Capital Improvement Work Plan of the Consolidated Annual Report for capital improvements identified in SWIM, stormwater, or restoration plans.

(4)(a)6. NFWFMD lands under upland invasive, exotic plant maintenance control = <10,000 acres

(4)(b) Refer to Water Projects in the Five-Year Water Resource Development Work Program of the Consolidated Annual Report for quantity of new water made available through regional water supply plans.

(4)(c) See (Florida Forever) Land Acquisition Work Plan (Table 6) of the Consolidated Annual Report for resource-based recreation facilities by type.

Land Acquisition Projects

The Florida Forever Act, particularly section 373.199(3) F.S., identifies information that must be included for each Florida Forever Project. Some of the required information is relatively general and applicable to all projects. To reduce the redundancies of this plan, general information is provided separately as part of the District's Five-Year Plan for the Florida Forever Program. This update has been prepared based on there not being any new Florida Forever funding allocated for land acquisition for the planning period of FY 2025-26 or FY 2026-27. Specific land acquisition project areas are individually identified and detailed information specific to the project is provided in the following pages.

Figure 1 Proposed Land Acquisition Areas, 2026

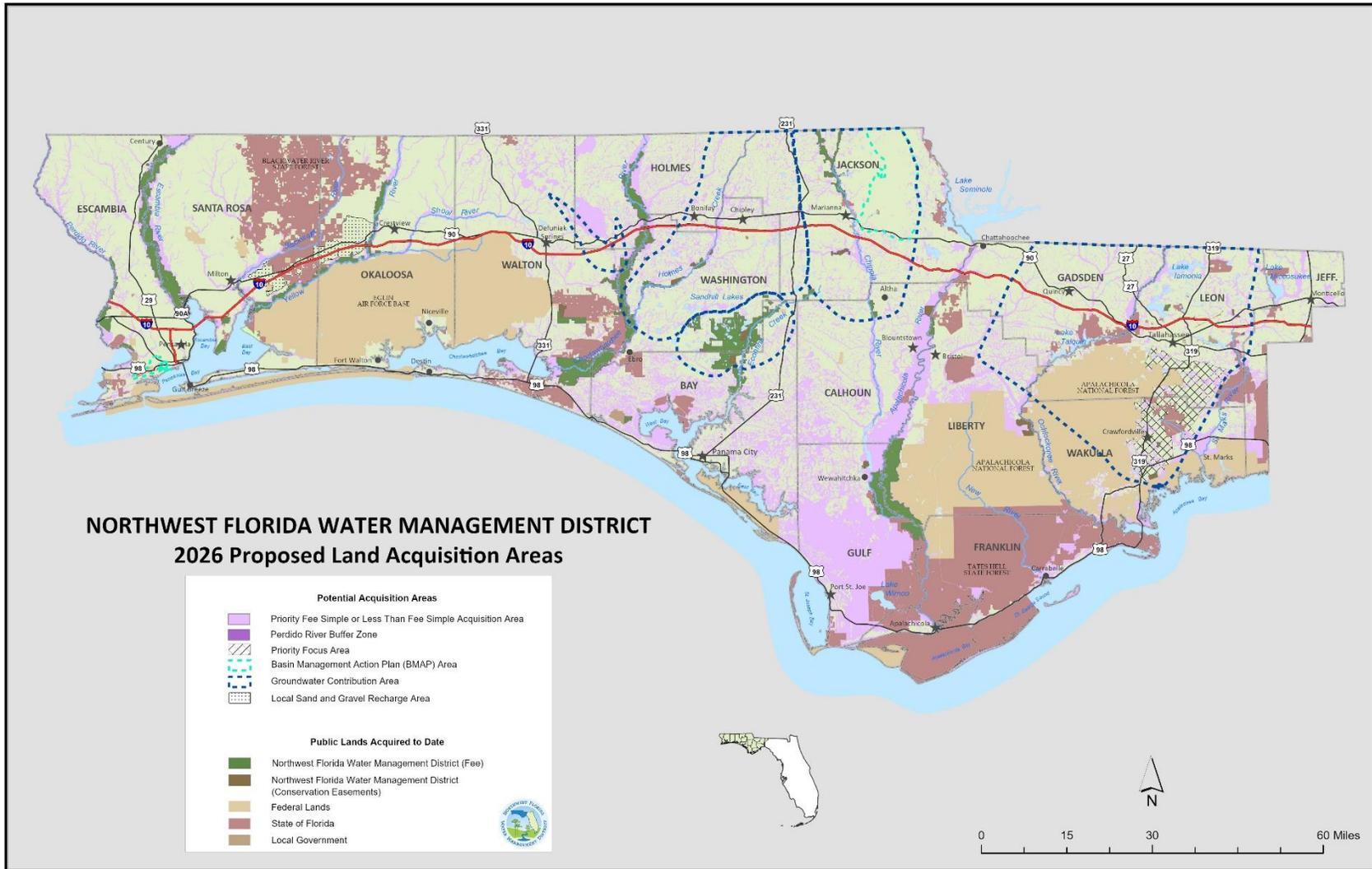
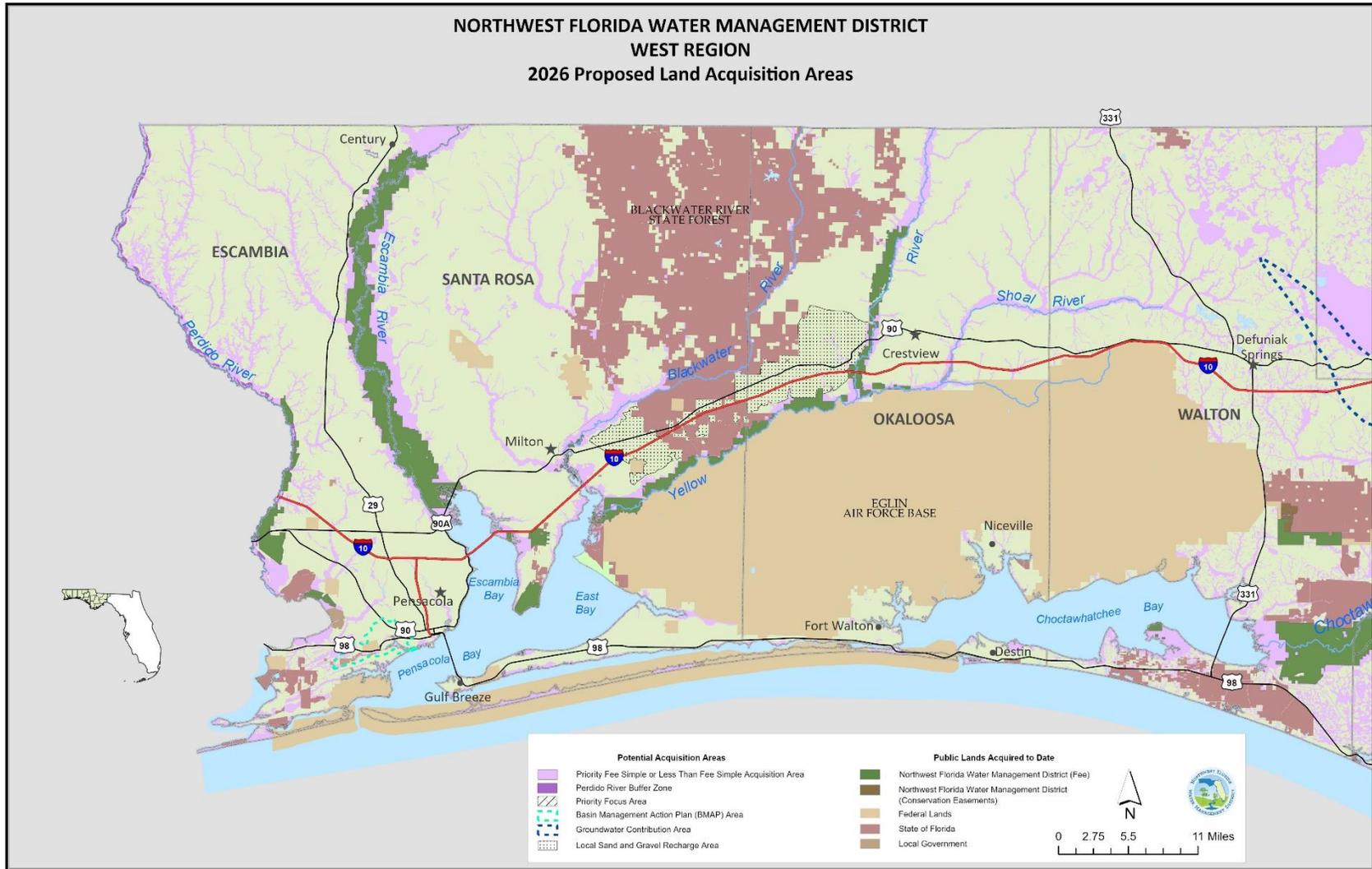


Figure 2 Proposed Land Acquisition Areas, 2026, West Region



FLORIDA FOREVER LAND ACQUISITION PROJECT

Perdido River and Bay Basin

The Perdido River serves as the state line, separating Florida from Alabama (see Figure 2). The Perdido River has been designated an Outstanding Florida Water and Special Water system, a canoe trail, and a recreation area. The upper part of the river is a shifting sand river system, unique to portions of northwest Florida, south Alabama, southern Mississippi, and eastern Louisiana, while the lower end of the river is characteristic of a blackwater stream. The District owns 6,261 acres in fee simple and four acres in less than fee between the Perdido River and Bay.

The project area is mostly undeveloped and contains a diverse list of species. Acquisition of any floodplain area along the Perdido River, whether in fee or less than fee, will enhance water quality protection efforts for the Perdido Bay system.

Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on floodplain parcels along the river, around the river mouth, and designated tributaries.

The Perdido Bay is an estuarine system which receives fresh water from the Perdido River. Subsidiary embayments within the Perdido Bay estuary include Tarkiln Bay, Arnica Bay, Wolf Bay, Bayou La Launch, and Bayou St. John. Perdido Key separates Perdido Bay, Tarkiln Bay, Arnica Bay, Bayou La Launch, and Bayou St. John from the Gulf of Mexico. Big Lagoon adjoins Perdido Bay to the east, separating it from Pensacola Bay. Currently, the District owns 810.19 acres along Perdido Bay.

Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on floodplain parcels adjacent to the bay which can enhance water quality protection.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Southwest Escambia County Ecosystem

Several major estuarine drainages, including Jones Swamp, Bayou Grande, Big Lagoon, and Tarkiln Bay, intersect in southwest Escambia County (see Figure 2). These, in turn, comprise portions of the Pensacola Bay and Perdido Bay watersheds. The Priority Fee Simple or Less than Fee Simple Areas border a major urban area containing residential and commercial development.

Protecting the ecological integrity of this area is important to the quality of water resources in the Pensacola Bay and Perdido Bay systems. Acquisition will help limit non-point source pollution and untreated stormwater runoff by preventing channelization. Wetlands and upland buffers will also be preserved, and riparian buffer zones will be maintained. Additionally, public access will be improved, and fish, wildlife, and estuarine productivity will be protected.

This acquisition is consistent with a number of major initiatives designed to protect environmental and other public resources in the region. These include water quality treatment systems, acquisition programs for the Jones Swamp Wetland Preserve and the Perdido Pitcher Plant Prairie, and efforts to prevent encroachment on NAS Pensacola. Together with nearby state parks, these acquisitions will provide for a major environmental reserve and greenway system within a rapidly urbanizing area.

Local Sand-and-Gravel Recharge Area

Designated area has groundwater recharge potential.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Escambia River Basin

Beginning at the confluence of the Conecuh River and Escambia Creek above the Florida-Alabama border and discharging into Escambia Bay, the Escambia River corridor (see Figure 2) contains a rich diversity of plant and animal species, as well as many rare fish and waterfowl. The Escambia River basin is broad and well-drained in the upper reaches, and swampy below Molino, Florida. While the overall water quality is considered good, many point and non-point pollution sources empty into the river. Currently, the District owns 35,413 acres in fee and 19 acres in less than fee along the river.

Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on floodplain parcels around the river mouth and designated tributaries.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Garcon Point Ecosystem

The Priority Fee Simple or Less Than Fee Simple acquisition area contains a portion of the Garcon Point Peninsula, which borders Pensacola, Escambia, East, and Blackwater bays (see Figure 2). The project area is largely undeveloped and includes a variety of natural communities that are in good to excellent condition. The entire tract provides considerable protection to the water quality of the surrounding estuary, as well as harboring a number of rare and endangered species.

The emergent estuarine marsh that borders several miles of shoreline within the project is an important source of organic detritus and nutrients and serves as a nursery for many of the species found in Pensacola Bay. These wetlands function as stormwater filtration and a storm buffer area, as well as providing erosion controls to the neighboring uplands. A minimum of 13 endangered or threatened species are known to live in the region including the recently listed federally endangered reticulated flatwoods salamander. The northern wet prairie portion is known to be an outstanding pitcher plant habitat.

Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on floodplain parcels adjacent to Escambia and East Bays. Currently the District owns 3,245 acres on Garcon Point.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Blackwater River Basin

Originating in the Conecuh National Forest in Alabama, the Blackwater River (see Figure 2) has a large portion of its Florida watershed further protected by the Blackwater River State Forest. In all, nearly 50 miles of the river corridor is remote and undeveloped. As a result, the Blackwater River is considered one of Florida's best-preserved waterways. Currently the District owns 381 acres along the Blackwater River immediately north and south of Milton in Santa Rosa County.

The Priority Fee Simple or Less than Fee Simple Acquisition Area includes considerable floodplain. Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on these parcels. In addition, purchase of lands north and northwest of Eglin Air Force Base (AFB), along the I-10 corridor, would provide approximately 52,000 acres of land that has the potential for future water resource development to supplement the constrained potable water sources in southern Santa Rosa and Okaloosa counties. Acquisitions in this area are consistent with the District's Regional Water Supply Plan for Okaloosa, Santa Rosa, and Walton counties to protect future supply sources.

Local Sand-and-Gravel Recharge Area

In Escambia and Santa Rosa counties, the sand-and-gravel aquifer is the principal source of potable water for public supply. The sand-and-gravel aquifer is unconfined or poorly confined, making it particularly susceptible to contamination by surface land uses. Land acquisition along the I-10 corridor between the Yellow and Blackwater rivers in Santa Rosa County would protect recharge areas that are important for future water supply sources. This area encompasses approximately 52,000 acres.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis prior to acceptance.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over the next five years or more. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Yellow and Shoal River Basin

The Yellow River has its headwaters in Conecuh National Forest in Alabama and forms the northern border of Eglin AFB across much of eastern Santa Rosa and western Okaloosa counties (see Figure 2). The proposed acquisitions would bring floodplain of the Yellow River in Florida under public ownership. Included in the project is a segment of the lower Shoal River, the largest tributary to the Yellow River. The Priority Fee Simple or Less than Fee Simple Acquisition Area will be given to tracts containing considerable floodplain. Currently the District owns 16,553 acres along the Yellow River.

Although the Yellow and Shoal rivers exhibit good overall water quality, both are fed largely by rainwater runoff and are thus susceptible to pollution from land-use activities. The Priority Fee Simple or Less than Fee Simple Acquisition Area would provide water quality protection beginning at the Alabama border. Purchase of lands north and northwest of Eglin AFB, along the I-10 corridor, would provide approximately 52,000 acres of land that has the potential for future water resource development to supplement the strained potable water sources in southern Santa Rosa and Okaloosa counties. Acquisitions in this area are consistent with the District's Regional Water Supply Plan for Okaloosa, Santa Rosa, and Walton counties to protect future supply sources.

Local Sand-and-Gravel Recharge Area

The sand-and-gravel Aquifer is unconfined or poorly confined, making it particularly susceptible to contamination by land uses. Land acquisition along the I-10 corridor between the Yellow and Blackwater rivers in Okaloosa County would protect recharge areas that are important for future water supply sources. This area encompasses approximately 52,000 acres.

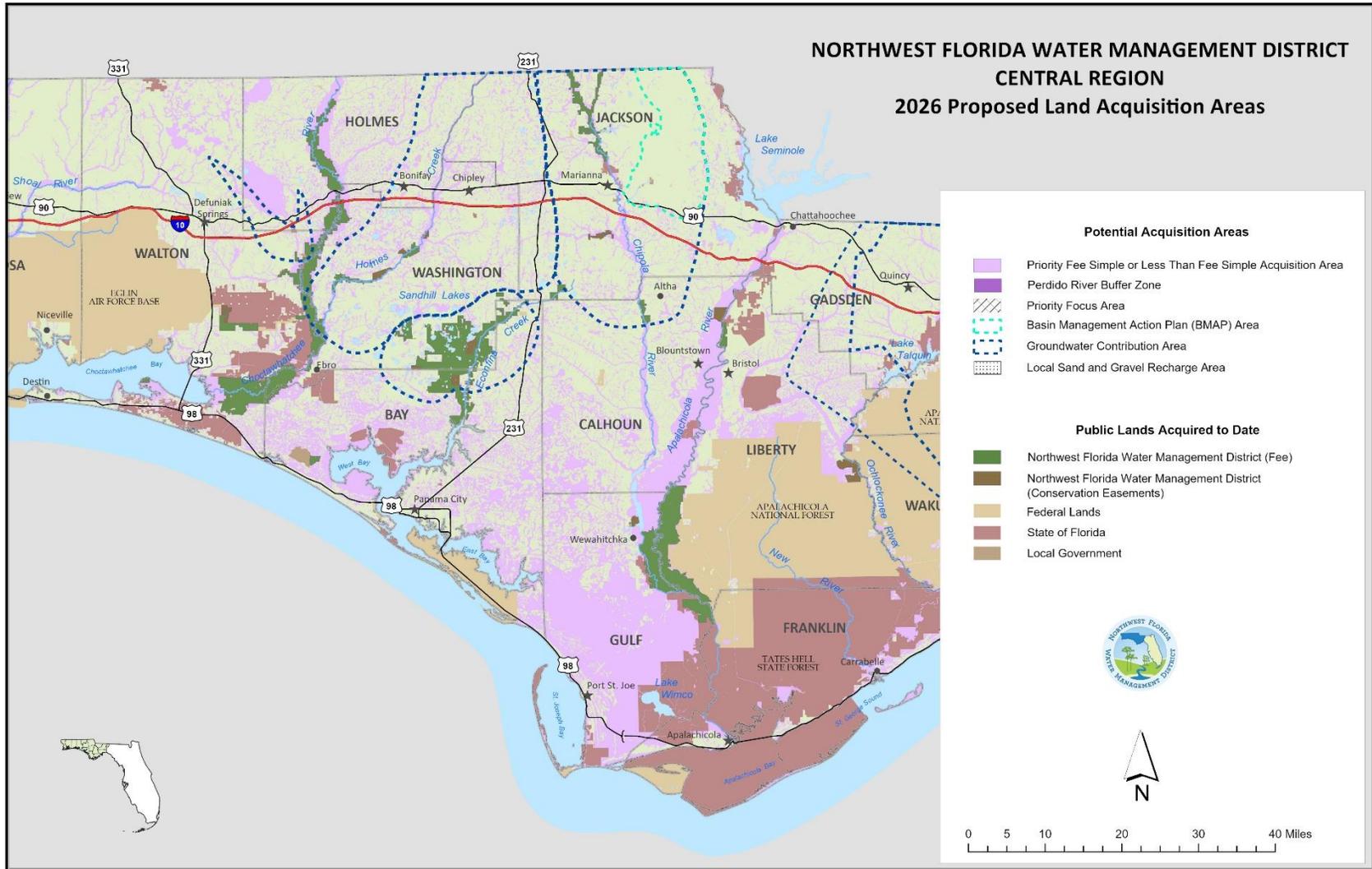
Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational and educational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

Figure 3 Proposed Land Acquisition Areas, 2026, Central Region



FLORIDA FOREVER LAND ACQUISITION PROJECT

Lafayette Creek

Originating in south central Walton County, the Lafayette Creek drainage basin is located northeast of Freeport (see Figure 3). The main stem of the creek begins about seven miles east of Freeport and runs due west for about six miles before it turns south and empties into LaGrange Bayou/Choctawhatchee Bay. Purchases with the Priority Fee Simple or Less than Fee Simple Acquisition Area will protect a portion of Magnolia and Wolf creeks, both of which are significant tributaries to Lafayette Creek, as well as protect many diverse natural communities and habitat types. Currently, the District owns 3,160 acres along the creek, including 420 acres for DOT mitigation purposes.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Choctawhatchee River and Holmes Creek Basin

Originating in Alabama and flowing into Choctawhatchee Bay, the Choctawhatchee River/Holmes Creek basin encompasses the second largest floodplain in the state (see Figure 3). Approximately 3,133 square miles of the watershed is in Alabama and 2,052 square miles is in Florida. The river is 170 miles long with about 88 miles in Florida. Although the river basin exhibits localized water quality problems, primarily due to agricultural land use in the upper basin, the overall water quality is considered good. The river basin encompasses 57 springs on Holmes Creek and a variety of habitats including bottomland hardwood forests, marshes, and Tupelo-Cypress swamps.

Due to the river corridor's undeveloped nature, the basin provides habitat for a variety of native wildlife, including several endangered plant and animal species. The river also serves as a breeding and migratory area for both the Alligator Gar and the Gulf Sturgeon. The District currently owns 63,735 acres along the river, creek, and bay in fee and less than fee. Purchases within the Priority Fee Simple or Less than Fee Simple Acquisition Area will be concentrated on parcels containing floodplain along the river and designated tributaries such as Holmes Creek.

Groundwater Contribution Area

In addition, a portion of the Choctawhatchee River and all of Holmes Creek is captured within the Groundwater Contribution Area. Properties within this contribution area may be considered as a potential acquisition, especially those properties improving the quality or quantity of water for springs.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

West Bay Buffer

West Bay is the westernmost embayment of the St. Andrew Bay estuary (see Figure 3). The bay supports notable shellfish and seagrass communities, important fisheries, and other environmental and economic resources. The West Bay watershed is characterized by extensive pine flatwoods, as well as hardwood forests, cypress wetlands, mixed-forested wetlands, freshwater marshes, wet prairie, and other wetlands. Salt marshes, inland forested wetlands, and associated upland communities are especially prominent in several areas, including the Breakfast Point peninsula and other lands adjacent to the Burnt Mill and Crooked Creek tributaries.

Like other estuaries, the bay is vulnerable to impacts associated with intensive residential and commercial development. Potential impacts include the long-term degradation as a result of non-point source pollution, as well as habitat loss and fragmentation. Acquisitions within the Priority Fee Simple or Less than Fee Simple Acquisition Area would help prevent such degradation by preserving intact and extensive ecosystem of forests, scrub, salt marshes, and freshwater wetlands. Preserving the associated wetland and upland communities in the vicinity of the bay protects water quality by providing a substantial riparian buffer and maintaining the natural hydrology in the vicinity of the bay. The District currently owns approximately 719 acres in the vicinity of the West Bay Buffer.

In addition to providing for public use and water resource protection, this acquisition will be consistent with several ongoing initiatives, including the Bay-Walton Sector Plan. These initiatives also include efforts to restore seagrass communities in the bay and to improve the treatment and management of domestic wastewater.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Econfina Creek

Econfina Creek is the major contributor to Deer Point Lake, which serves as the public water supply for Bay County, including Panama City, Panama City Beach, and neighboring communities (see Figure 3). Properties along the creek contain several spring-run streams, which are imperiled biological communities. The slope forest communities that border considerable lengths of the creek contain some of the highest species diversity encountered in Florida. The project area features high rolling sandhill habitat, steephead ravines, and numerous sandhill upland lakes. Much of the sand hills area is of excellent quality, with a nearly intact ground cover of wiregrass and dropseed. At least 18 species of rare or endangered plants inhabit the sand hills area. The District currently owns 44,495 acres in fee and less than fee, including the 2,155-acre Sand Hill Lakes Mitigation Bank. Purchases will be concentrated on parcels within the Groundwater Contribution Area as well as purchases that improve the quality or quantity of water for springs.

Groundwater Contribution Area

The upper portion of the acquisition project is a significant groundwater contribution area of the Floridan Aquifer and properties within this contribution area may be considered as a potential acquisition, especially those properties improving the quality and quantity of water for springs. The majority of the acreage purchased by the District and targeted for future purchase is one of the most important groundwater contribution areas for the Floridan Aquifer in northwest Florida. Recharge rates in the area have been estimated at 25 to 40 inches per year, and this recharge drives the spring flows along Econfina Creek, the largest tributary of the Deer Point Lake Reservoir. The reservoir currently provides approximately 50 million gallons per day for residential, commercial, and industrial water uses in Bay County.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Sandy Creek Basin

Sandy Creek is a major tributary of East Bay, the easternmost embayment of the St. Andrew Bay estuary (see Figure 3). The creek's basin is characterized by extensive wet pine flatwoods, as well as hardwood forests, salt marshes, cypress wetlands, mixed forested wetlands, freshwater marshes, wet prairie, and other wetlands. Salt and freshwater marshes, inland forested wetlands, and associated upland communities are especially prominent along the creek and its tributaries.

Preservation of the Sandy Creek basin will protect a major tributary basin of East Bay. In doing so, it would preserve water quality and a mosaic of interconnected upland, wetland, stream, and estuarine habitats. Purchases within the Priority Fee Simple and Less than Fee Simple Acquisition Area would protect water quality by providing a substantial riparian buffer and maintaining natural hydrology.

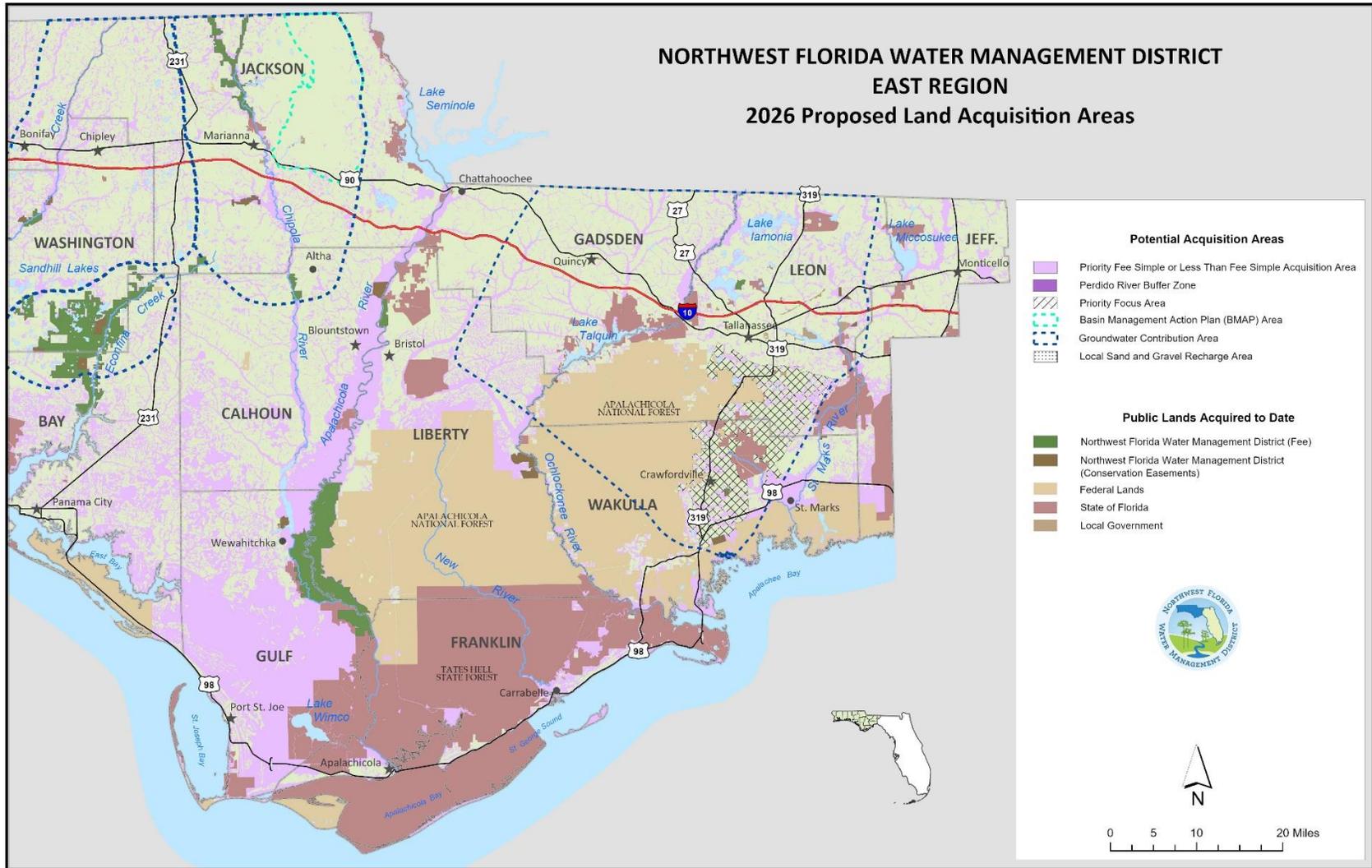
Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

Figure 4 Proposed Land Acquisition Areas, 2026, East Region



FLORIDA FOREVER LAND ACQUISITION PROJECT

Chipola River Basin

Areas along the Chipola River have been identified as a Priority Fee Simple or Less than Fee Simple Acquisition Area. The area lies in Calhoun and Jackson counties (see Figure 4). Acquisitions along the Chipola River will help protect miles of the riverbank. In 2009, the District acquired 1,377.76 acres in fee along the Middle Chipola River, including the “Look-N-Tremble” rapids. The District now owns a total of 9,814 acres in fee simple and holds a conservation easement on 1,011 acres in the Chipola River Basin.

An additional area is identified for Priority Fee Simple or Less than Fee Simple Acquisition along the Chipola River. Spring Lake Spring Group is located in central Jackson County. Acquisition of land in the Spring Lake Spring Group area with its numerous springs and tributaries which flow into the Chipola River will provide enhanced water resource protection to the area.

Jackson Blue Spring BMAP and Chipola Springs Groundwater Contribution Area (GWCA)

The Jackson Blue Spring BMAP Area, east of the Chipola River, and the Chipola River Springs GWCA, have been identified for fee simple or less than fee simple acquisition to provide protection to Blue Spring and the groundwater contribution area in Jackson County. Properties within this BMAP or contribution area may be considered as a potential acquisition, especially those properties improving the quality or quantity of water for springs.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Apalachicola Bay and River

Apalachicola Bay has been recognized as a resource of state, federal, and international significance. The bay has extensive fish and shellfish resources, and it supports noteworthy commercial and recreational fisheries and other recreational and economic activities. It has been designated an Outstanding Florida Water, a State Aquatic Preserve, and an International Biosphere Reserve. It includes the Apalachicola Bay National Estuarine Research Reserve and the St. Vincent National Wildlife Refuge (see Figure 4). State and federal agencies, as well as the District, have made extensive investments in acquiring and protecting lands throughout the basin.

Like other northwest Florida estuaries, Apalachicola Bay is vulnerable to impacts associated with development. Such potential impacts include the long-term effects of non-point source pollution and habitat loss and fragmentation. The proposed acquisition would help prevent such degradation by preserving the integrated forest and wetland community bordering St. Vincent Sound and Apalachicola Bay. The acquisition would limit new sources of pollution, prevent habitat loss and fragmentation, and protect the stability and integrity of littoral vegetation. The acquisition would also protect water quality by providing a substantial riparian buffer which would help prevent channelization from new impervious surfaces.

The Apalachicola River begins below Lake Seminole at the confluence of the Chattahoochee and Flint rivers (see Figure 4). It has the largest floodplain in the state and is widely regarded as one of the state's most important natural resources. The Apalachicola River supports the highly productive fishery in Apalachicola Bay. The District owns 36,823 acres of river floodplain and holds a conservation easement on 2,360 acres.

Major habitat types along the Apalachicola River include coastal marshes, freshwater marshes, flatwoods, and bottomland hardwood swamp. Water tupelo, Ogeechee tupelo, Bald cypress, Carolina ash, and Swamp tupelo have been identified in the floodplain, as well as numerous species of rare fish. Substantial additional acreage of the Apalachicola system is owned by other public agencies and private conservation organizations. Purchases will be concentrated on parcels within the Priority Fee Simple or Less than fee Simple Acquisition Area.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

Ochlockonee River Basin

The Ochlockonee River originates in the coastal plain of Georgia and traverses parts of five Florida counties (see Figure 4). Water quality in the river is lowest when it enters Florida and generally improves as it flows closer to the Gulf of Mexico. The Ochlockonee is primarily fed by rainwater runoff and is therefore susceptible to pollution by land-use activities. Large parts of the watershed are publicly owned, including Joe Budd Wildlife Management Area, Lake Talquin State Forest, and Apalachicola National Forest.

The District's primary focus is to acquire less than fee rights on privately owned floodplain land separating existing federal and state properties. Public ownership of the erosion-prone lands bordering this usually fast-flowing river will reduce water quality degradation. The District presently has 3,675 acres in less than fee holdings in the area.

Public Access

All District conservation lands are available for public use. Such uses include fishing, hunting, camping, hiking, boating, swimming, and other recreational activities. Access issues are addressed on a parcel-by-parcel basis.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

FLORIDA FOREVER LAND ACQUISITION PROJECT

St. Marks and Wakulla Rivers

The Wakulla River originates at Wakulla Spring and flows south approximately 10 miles to join the St. Marks River at the town of St. Marks in Wakulla County (see Figure 4). The St. Marks River starts east of Tallahassee as a narrow stream, widens considerably below Horn Spring, and then disappears underground at Natural Bridge. After reemerging as a much stronger river at St. Marks Spring, it flows 11 miles to its confluence with the Wakulla River. The St. Marks River supports one of the most heavily used inshore saltwater fisheries in north Florida, the viability of which is largely dependent on the quality of freshwater flowing into the estuarine system. Both the Wakulla Springs State Park and the St. Marks National Wildlife Refuge are major refuges for numerous biological species. The District presently has 1,500 acres under less than fee acquisition and 142 acres in fee simple in the area.

Wakulla Springs BMAP and Priority Focus Area

Within the Upper Wakulla River and Wakulla Springs BMAP, the Priority Focus Area, east of the Apalachicola National Forest, has been identified for fee simple or less than fee simple acquisition to provide protection to the groundwater contribution area in Wakulla County. Properties within this contribution area may be considered as a potential acquisition, especially those properties improving the quality or quantity of water for springs.

Land Acquisition

Sufficient lands have been identified to allow for a flexible implementation strategy over at least the next five years. The timing of any given acquisition will depend upon such considerations as: availability of funds, Governing Board policy, threats to the resource, availability of willing sellers, tract size, general market conditions, and available staff resources.

Florida Forever District Work Plan

As required by section 373.199(2), F.S., a District five-year work plan identifies and includes projects that further the goals of the Florida Forever Act (section 259.105, F.S.). These include priorities identified in approved Surface Water Improvement and Management (SWIM) plans, Save Our Rivers land acquisition lists, stormwater management and water resource development projects, springs and water body restoration projects, and other eligible activities that would assist in meeting the goals of Florida Forever.

From 2003 to 2008, the District provided grant funding to local governments for capital improvements that help implement SWIM projects, water resource development projects, and projects included within stormwater master plans. The program awarded more than \$23 million for 55 stormwater retrofit, restoration, and reuse projects. These grants leveraged significant additional funding, with more than \$52 million in local and other match funding allocated to the approved projects.

No significant appropriations of Florida Forever funds for capital improvements have been made since FY 2008-09. Table 4 identifies conceptual projects considered eligible for future Florida Forever capital improvement funding.

Table 4 Projects Currently Eligible for Florida Forever Funding

Project	Description	Status	Estimated Cost
Unpaved road sedimentation abatement	Unpaved road stabilization to reduce sedimentation and non-point source pollution; supports water quality improvement and habitat restoration objectives of SWIM plans for all District watersheds	Planning	TBD
Spring habitat restoration	Construction activities to restore riparian and aquatic habitats and shorelines associated with northwest Florida springs and to improve compatible public access	Planning	TBD
Stormwater retrofit facilities	Construction of cooperative stormwater retrofit projects, improving water quality and flood protection in accordance with approved SWIM plans	Planning	TBD
Reclaimed water storage facilities	Construction of reclaimed water storage facilities that contribute to water quality improvement and conservation and protection of water resources	Planning	TBD
Hydrologic, wetland, and shoreline restoration	Restoration of shoreline, wetland, and riparian habitats and hydrologic functions to improve water and habitat quality and to enhance public access, consistent with SWIM plans	Planning	TBD

Project specifics, as noted in section 373.199(2), (3), (4) and (5), F.S., will be provided in the future if projects are able to advance beyond the preliminary planning stage.

Future Florida Forever or special legislative appropriations, and funding from the Land Acquisition Trust Fund, federal grants, local governments, other local matching resources, and potentially other sources

may contribute to the implementation of these projects. Final approval of funding for any project requires District Governing Board approval.

Implementation of the FY 2024-2025 Work Plan

Land Acquisition

In 2025, the District acquired 731.02 acres (10.66 acres in Wakulla County and 720.36 acres in Jackson County) for springs protection.

Land Management

In October 2018, Hurricane Michael severely impacted District lands and the District's Econfina Field Office. Recovery from Hurricane Michael became the highest priority for the District's land managers in the central and eastern land management regions. Recovery activities included initial damage assessments, securing of facilities and clearing debris for essential access, planning and implementing salvage timber harvests, clearing and repairing roads and firelines, clearing and repairing recreation sites, contracting for various hurricane recovery activities, and coordinating with FEMA. In addition to hurricane recovery, the District completed numerous land management activities during Fiscal Year 2024-2025. Management and restoration efforts included prescribed burns, native species planting, exotic plant and animal control efforts, as well as timber harvesting and thinning, across the District's 211,489 managed acres. In addition, the District maintains and improves public access and recreational amenities such as boat ramps, primitive campsites, and swimming and picnic areas. In the pages that follow, Table 5 and Table 6 provide additional information on specific land restoration activities completed during the year. The Fiscal Year 2025-2026 staffing and management budget by WMA can be found in Table 7.

To date, the District has conserved and protected 226,688 acres primarily through fee-simple acquisition. These lands help promote wetland and floodplain functions, groundwater recharge, surface and groundwater quality, and fish and wildlife habitat, as well as protect natural systems. All District-owned lands are accessible to the public and are managed to provide public access and resource-based recreation.

District lands include the majority of the Escambia and Choctawhatchee river floodplains, as well as extensive lands along the Perdido, Blackwater, Yellow, Shoal, Apalachicola, and St. Marks/Wakulla rivers; Lafayette, Holmes, and Econfina creeks; and on Perdido Bay, Garcon Point, and Live Oak Point. In addition, the District manages and conducts habitat restoration and maintenance on Yellow River Ranch, Live Oak Point, Ward Creek West, and Sand Hill Lakes Mitigation Bank. The District has acquired the majority of the groundwater recharge area for springs that discharge into Econfina Creek and form a crucial component of the groundwater contribution to Deer Point Lake Reservoir.

Land Management Accomplishments (FY 2024-25)

-)} District contractors and in-house staff conducted prescribed burns for wildfire-fuel reduction and habitat enhancement on approximately 10,000 acres of District lands. In addition, vegetation management (herbicide) and habitat enhancements were conducted on 1,406 acres.
-)} 5,579 camping permits were issued at 101 reservation-only sites on District lands.
-)} 21 special resource area authorizations were issued on District property.

- The District continued a stabilization and restoration project at Cypress Spring. Improvements include shoreline stabilization and enhancement, boardwalks and steps at entrance and exit points, and recreation amenities to prevent further degradation of the shoreline from recreational use. The project will improve water quality, restore the historical shoreline that has been impacted by erosion, and prevent destruction of habitat resulting from erosion and recreational use on the spring run and Holmes Creek.

Table 5 Restoration, Enhancement, and Maintenance (2025)

	Acres Burned					Acres Planted					Acres Harvested				Acres Treated
	Total	Fuel Reduction	Site Preparation	Growing Season	Wiregrass Propagation	Total	Upland/Wetland Wiregrass	Longleaf Pine	Slash Pine	Hardwood	Total	Restoration	Thinning	Habitat Restoration	For Invasive, Non-native or Off-site Species
Water Management Area															
Escambia River															76
Garcon Point	122	122													35
Blackwater River															3
Yellow River	235	235													1,016
Perdido River	642	642													1,754
Choctawhatchee River	1,028	401		627						690		217	473		4,139
Econfina Creek	5,148	4,940			208					766			766		2,207
St. Andrews	605	455			150										5
Carter Restoration	1,359	589		770											
Ward Creek West															
Devils Swamp Restoration															
Chipola River	392	392													25
Apalachicola River						75		75							10
Lake Jackson															15
St. Marks/Wakulla Rivers															5
Totals	9,531	7,776		1,397	358	75		75			1,456		217	1,239	9,290

Table 6 Access and Recreation Management (2025)

Water Management Area	Picnic Areas	Day Use Sites	Parking Areas	Reserved Camp Sites	Boat/Canoe Landings	Portolet Stations	Horse Trail	Canoe Trail	Hiking Trail	Nature Trail	Bike Trail	Access Road	Camp Site Reservations	General Purpose (boundary signs)	Information Signs on District Lands	Weather Pavilions and Wildlife Viewing Towers
	Number Maintained						Miles Maintained						Issued	Signs		Maintained
Escambia River	6	11	12	28	11	11			1	2		27	1,460	55	10	20
Garcon Point		2	2						3			1		40		
Blackwater River	1	3	3		2					1						1
Yellow River		3	3		3			50				36		33	1	
Perdido River	3	3	4	1	4	8	6	15	6	1	10	32	100	45	4	1
Choctawhatchee River	12	15	15	23	15	11		15	11			55	1,401		33	14
Econfina Creek (incl. Carter Tract)	15	22	22	36	14	15	56	22	18	2		269	2,127		51	49
Chipola River	1	4	5	3	2	2		6				15	208			1
Apalachicola River	2	2	2	10	2	1						9	283			13
Lake Jackson	1	2	2			1	7		10		7	9				2
St. Marks/Wakulla Rivers		1	2			1			3	3	3	3		30	4	1
Totals	41	68	72	101	53	50	69	108	52	9	20	456	5,579	203	103	102

Table 7 Projected Funding, Staffing, and Resource Management for FY 2025-26

Region	Water Management Area	Acres	Assigned Staff	Total Funding	Funding for Resource Management
Western	Escambia	35,413		\$84,665	\$84,665
	Escambia Conservation Easements	19		\$250	\$250
	Garcon Point	3,245		\$36,240	\$36,240
	Yellow	16,553		\$38,492	\$38,492
	Blackwater	381		\$5,096	\$5,096
	Perdido	6,261		\$135,200	\$135,200
	Perdido Conservation Easements	4		\$250	\$250
	Western Region Total	61,876	4	\$300,193	\$300,193
Central	Choctawhatchee	60,827		\$425,976	\$425,976
	Choctawhatchee/Holmes Conservation Easements	2,908		\$250	\$250
	Econfina	39,618		\$767,578	\$767,578
	St. Andrew/Econfina Conservation Easements	2,722		\$500	\$500
	Ward Creek West	719		\$0	\$0
	Carter Restoration	2,155		\$75,000	\$75,000
	Central Region Total	108,949	7	\$1,269,304	\$1,269,304
Eastern	Chipola	9,814		\$109,900	\$109,900
	Apalachicola	36,823		\$39,980	\$39,980
	Apalachicola/Chipola Conservation Easements	3,370		\$250	\$250
	Lake Jackson	539		\$25,100	\$25,100
	St. Marks/Wakulla Rivers	142		\$8,273	\$8,273
	St. Marks/Wakulla Rivers Conservation Easements	1,500		\$250	\$250
	Ochlockonee Conservation Easements	3,675		\$250	\$250
	Eastern Region Total	55,863	2	\$184,003	\$184,003
Regional Totals		226,688	13	\$1,753,500	\$1,753,500

Projected Funding, Staffing, and Resource Management for FY 2025-26 (cont.)

Other Projects	Acres	Assigned Staff	Total Funding	Funding for Resource Management
Land Management Administration		5	\$2,332,248	\$40,115
IT Initiative			\$430,343	\$167,291
Land Management Database			\$88,039	\$83,886
Brunson Landing Tract (owned by FDEP)	348		\$9,611	\$9,611
Washington County School Board Donation			\$327	\$327
Reforestation			\$507,645	\$507,645
Cypress Spring Recreation Area			\$36,217	\$36,217
Grand Total	226,279	18	\$5,157,930	\$2,598,592

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

MEMORANDUM

TO: Governing Board

THROUGH: Lyle Seigler, Executive Director
Andrew Joslyn, Deputy Executive Director
Caitlin Brongel, Chief of Staff
Starsky Harrell, Director, Regulatory Services Division

FROM: Kathleen Coates, Director, Resource Management Division

DATE: February 5, 2026

SUBJECT: Consideration of Issuance of Water Shortage Warning Order No. 26-001

Recommendation

Staff recommends the Governing Board issue Water Shortage Warning Order No. 26-001, recommending voluntary reductions in water use for all use classes within the District.

Discussion

The District's Water Shortage Plan (Plan), adopted as Chapter 40A-21, F.A.C., provides that the District will monitor and evaluate the condition of the water resources to determine whether the present or anticipated available water supplies are sufficient to meet demands and whether serious harm to water resources can be expected.

As of February 5, 2026, drought conditions encompass the entirety of the District, with surface water conditions throughout the District being below-normal to extremely-below-normal, and groundwater levels continuing to decline. The districtwide average 120-day rainfall deficit is 6.2 inches. The NOAA Climate Prediction Center seasonal forecast for February through April 2026 indicates that above-normal temperatures and below-normal precipitation are expected.

Rule 40A-21.231(2), F.A.C., of the Plan authorizes the Governing Board to issue a water shortage warning calling for voluntary reductions in use. Although the water supplies within the District are currently able to meet demands and no losses of supply or capacity have been reported, the issuance of a water shortage warning will enhance public awareness and provide for increased protection of water supplies. In the event the District continues to experience drought conditions, there is an increased likelihood that water resources in some areas may not be sufficient to meet water use demands.

Voluntary water use reductions and the implementation of water conservation measures will help extend and protect water resources. When a water shortage warning order is issued, District staff will communicate and coordinate the information with local interest groups, affected user classes, and governmental agencies. The water shortage warning order will remain in effect until rescinded by the Governing Board.

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

WATER SHORTAGE WARNING WITHIN THE NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Order No. 26-001

The Governing Board of the Northwest Florida Water Management District (District), after considering recommendations of District staff, and being otherwise fully appraised of the matter, issues this Order pursuant to Sections 373.083, 373.175 and 373.246, Florida Statutes, and Chapter 40A-21, Florida Administrative Code (F.A.C.), based on the following Findings of Fact.

FINDINGS OF FACT

1. The District's Water Shortage Plan (the "Plan"), adopted as Chapter 40A-21, F.A.C., provides that the District will monitor and evaluate the condition of the water resources in the District to determine whether the present or anticipated available water supplies are sufficient to meet demands and whether serious harm to water resources can be expected.
2. The purposes of the Plan are to protect the water resources of the District from serious harm; to assure equitable distribution of available water resources among all water users during times of shortage, consistent with the goals of minimizing adverse economic, social, and health-related impacts; to provide advance knowledge of the means by which water apportionments and reductions will be made during times of shortage; and to promote greater security for water-use permittees.
3. Rule 40A-21.231(2), F.A.C., of the Plan authorizes the Governing Board to issue a water shortage warning calling for voluntary reductions in use.
4. Rule 40A-21.231(2), F.A.C., of the Plan provides the Governing Board the ability to direct staff to coordinate a water shortage warning declaration with local interest groups, affected user classes, and governmental agencies.
5. Section 373.609, Florida Statutes, requires local government officials to assist the District, upon request, in carrying out this Order.
6. As of February 5, 2026, drought conditions encompass the entirety of the District, with surface water conditions throughout the District being below-normal to extremely-below-normal, and groundwater levels continuing to decline.
7. In the event the District continues to experience drought conditions, there is an increased likelihood that localized upconing of saltwater may occur in some wells, and sufficient water resources may not be available to meet water use demands.

CONCLUSIONS OF LAW

Upon careful consideration of these hydrologic and climate conditions, District data, qualitative factors, and staff recommendations, the Governing Board has determined a Water Shortage Warning for the District is necessary and should be so ordered.

ORDER

THEREFORE, BASED ON THE FINDINGS OF FACT AND CONCLUSIONS OF LAW SET FORTH HEREIN, IT IS ORDERED:

1. A Water Shortage Warning is issued for all surface and groundwater sources throughout the District.
2. All users in all classes of use are encouraged to reduce water use and to conserve water to the maximum extent possible.
3. Landscaping irrigation users are encouraged to limit irrigation to the low evaporation periods of the evening and early morning hours.
4. These voluntary measures shall not be construed to limit any activities designated to prevent the spread of fire or to save property from being destroyed by fire.
5. These voluntary measures do not exempt any water user from complying with applicable mandatory water-use restrictions placed on public supply utility customers due to capacity problems with water supply facilities. In such cases, water users are urged to reduce water use in a manner consistent with the specific local restrictions, and to the extent practicable with this Order.
6. This Order shall take effect immediately and remain in effect until rescinded by the Governing Board.

DONE AND ORDERED this 11th day of February 2026.

Witness

Witness

Jerry Pate, Vice Chairman
Northwest Florida Water Management District
81 Water Management Drive
Havana, Florida 32333

Filed this ____ day of February, 2026

Candice Costello, Agency Clerk

MEMORANDUM

TO: Northwest Florida Water Management District Governing Board

FROM: J. Breck Brannen, General Counsel

RE: Legal Counsel Report

DATE: February 4, 2026

The lawsuit styled ***Northwest Florida Water Management District v. Kenneth Sadler and Mildred Sadler, husband and wife***, continues to be litigated in the Circuit Court in and for Washington County, Florida. The lawsuit alleges continuing trespass and ejection for the Sadlers' placement and construction of, and failure to remove, certain improvements upon District-owned land. The Washington County Sheriff's Office served the complaint on the Sadlers. The Sadlers did not timely respond to the complaint.

The District has propounded written discovery to the Sadlers. The Sadlers did not respond to the District's discovery requests within the required time period. The District has filed a motion to deem its requests for admissions as admitted and followed that with the filing of a motion for summary judgment to require the Sadlers to remove the improvements from District-owned land. A hearing on those motions has been scheduled for February 23, 2026.

Michelle Harpster, Petitioner, vs. Northwest Florida Water Management District, Respondent, and Garden Street Communities Southeast, LLC, Intervenor, State of Florida Division of Administrative Hearings Case No. 25-6140

Petitioner is challenging the District's issuance and later modification of an environmental resource permit issued to Permittee/Intervenor Garden Street Communities Southeast, LLC, for a residential development in Okaloosa County. Petitioner is unrepresented in this action and is proceeding *pro se*. Initial discovery has been exchanged. The final hearing was held January 26 and 27 via Zoom. The parties shall submit Proposed Recommended Orders, followed by the ALJ issuing his Recommended Order, and the administrative process will be concluded by the Governing Board issuing its Final Order at a public hearing, subject to appeal.